



**INTERMUNICIPAL
COLLABORATION
FRAMEWORK
AGREEMENT**

**BETWEEN
THE VILLAGE OF MARWAYNE &
THE COUNTY OF VERMILION RIVER**

Last Revised: 2020-03-17

VILLAGE OF MARWAYNE – MARCH 23RD, 2020 COUNCIL MEETING

Intermunicipal Collaboration Framework with the County of Vermilion River

2020-03-25

Moved By Councillor R. McDonald

Be it resolved that the Intermunicipal Collaboration Framework Agreement between the Village of Marwayne and the County of Vermilion River be approved and adopted as presented.

CARRIED

COUNTY OF VERMILION RIVER –MARCH 31ST, 2020 COUNCIL MEETING

Bylaw 20-09, being a bylaw to adopt the County of Vermilion River and Village of Marwayne Intermunicipal Collaboration Framework

2020-03-41

Moved By Councillor C. Murray

THAT the County of Vermilion River give third and final reading to Bylaw 20-09, being a bylaw to adopt the County of Vermilion River and Village of Marwayne Intermunicipal Collaboration Framework.

CARRIED

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1 INTRODUCTION

1.1 What is an Intermunicipal Collaboration Framework Agreement?

An Intermunicipal Collaboration Framework Agreement (herein referred to as the “ICF”) establishes the principles and guidelines for communication and cooperation in the identification and development of current and future intermunicipal and regional partnerships. It serves as a means for integrated and strategic service delivery with the intention of achieving efficiencies and balancing benefits and burdens between municipal partners. By acknowledging the importance of respect, trust and goodwill in all dealings and communications, this ICF is intended to outline the way in which the provision of cooperative rather than competitive services will be offered for the benefit of all residents within the respective municipalities.

1.2 What are the requirements of an Intermunicipal Collaboration Framework?

This ICF has been prepared under the legislative authority prescribed in Section 17.2 of the Municipal Government Act (herein referred to as the “MGA”). The MGA states that municipalities that have common boundaries must create a framework with each other by April 1, 2020 through the adoption of a bylaw or by resolution of Council.

There are several compulsory topics that an ICF is required to address. In summary, an Intermunicipal Collaboration Framework **must**:

- Provide for the integrated and strategic planning, delivery and funding of intermunicipal services;
- Steward scarce resources efficiently in providing local services;
- Ensure municipalities contribute funding to services that benefit their residents;
- Describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework;
- Identify which municipality is responsible for providing which services and outline how the services will be delivered and funded;
- Contain provisions establishing a process for resolving disputes that occur while the framework is in effect; and
- Not contain any provisions that conflict or are inconsistent with a growth plan or an Alberta Land Stewardship Act plan.

1.3 How the Intermunicipal Collaboration Framework was Prepared

To be consistent with the guiding principles as outlined in an Intermunicipal Development Plan (herein referred to as the “IDP”), this document considered the IDP prepared between the County of Vermilion River (herein referred to as the “County”) and the Village of Marwayne (herein referred to as the “Village”) as it was being developed. The parties’ intention within the context of this framework was to create protocols which formalize, streamline, and help advance areas of intermunicipal interest and relevance.

The ICF is a framework that provides a means of exploring opportunities and developing common solutions and responses to service delivery gaps and/or challenges that affect this region. In addition, the ICF encourages communication at all levels of municipal organizations to ensure that opportunities are recognized, explored and pursued to their fullest potential.

The ICF builds on a series of amendments to the MGA as well as shared agreements and information obtained from Council meetings held throughout the process, including:

Working Together Agreement – September 2018

In light of the legislative changes, the County of Vermilion River and the Villages of Marwayne, Kitscoty, Dewberry and Paradise Valley began planning for the development of their respective ICF’s and IDP’s to meet the statutory requirements. The commitment to further ongoing collaboration between the municipalities was ratified by the adoption of the Working Together Agreement which serves to guide the process for the development of the ICF’s and IDP’s in order to allow for their completion and ultimately, formalized adoption.

Terms of Reference for the Intermunicipal Liaison Committee – September 2018

The terms of reference outline the structure, functions, and operations of the Intermunicipal Liaison Committee (herein referred to as the “ILC”) in accordance with the provisions and procedures under the Working Together Agreement.

Public Open Houses – January 2019 and November 2019

In response to the provincial requirements, the County of Vermilion River and the Villages of Marwayne, Kitscoty, Dewberry and Paradise Valley launched the Beyond Boundaries Project. The Beyond Boundaries Project consisted of two (2) rounds of open houses – two (2) in the winter and two (2) in the fall. The first series of open houses were held in Marwayne on January 21, 2019 and in Kitscoty on January 28, 2019. The purpose of these open houses was to provide an opportunity for interested residents and stakeholders to learn more about the provincial collaboration requirements, the work that the municipalities were undertaking to meet those requirements, and to express any questions, concerns and/or considerations about the requirements of the work being done.

The second series of open houses were held in Marwayne on October 28, 2019 and in Kitscoty on November 12, 2019 after the draft ICF and IDP documents had been prepared. The purpose of these subsequent open houses was to provide residents with the opportunity to review the draft documents and provide their feedback.

1.4 Framework Interpretation and Organization

The structure of this ICF is intended to allow for easy interpretation of its provisions. This structure works best when the document is interpreted in a holistic manner where each of the policies are viewed in the context of one another rather than separately. Generally, the objectives, and ultimately the goals and vision of the ICF are more likely to be achieved by addressing the complete set of provisions.

The ICF contains the operative terms '**shall**', '**should**', and '**may**'. The interpretation of these shall be as follows:

Shall

indicates that actions are mandatory.

Should

indicates direction to strive to achieve the outlined action but is not mandatory.

May

is discretionary, meaning the policy in question can be implemented if the municipalities choose to do so. This is typically dependent on context and individual circumstances.

2 INTERMUNICIPAL SERVICES

2.1 Transportation

The County of Vermilion River shall provide operational assistance in the maintenance of local Village streets, including the portion of Range Road 32 and Township Road 524 adjacent to the Village boundary, upon request through the Urban Road Maintenance Agreement. Under the Urban Road Maintenance Agreement, the services to be provided include, but are not limited to:

- Snow removal;
- Road and street maintenance;
- Groundskeeping;
- Application of dust abatement;
- Grader maintenance; and
- Maintenance for Bridge File 74613.

The Urban Road Maintenance Agreement outlines the terms and costs of these service provisions while other transportation services are provided independently by each municipality.

2.2 Water

Water services for both the Village and the County are provided by the Alberta Central East Water Corporation (herein referred to as “ACE”) under separate third-party agreements. Services are provided via the ACE regional waterline which was originally constructed as part of the 2016 provincial and federal government program – Water for Life. Ninety (90) percent of the costs were funded by the provincial and federal governments while the remaining ten (10) percent of the costs were prorated and shared between the thirteen (13) member municipalities based on population for each phase of construction. Municipalities who have connected to the ACE regional waterline are responsible for contributing to the annual operation and maintenance costs based on their actual/individual water consumption.

2.3 Wastewater

Wastewater services are provided independently by each municipality.

2.4 Solid Waste

The Village and the County’s solid waste services (capital and operational) are provided for under a third-party agreement with the Vermilion River Regional Waste Management Services Commission and as established under the Vermilion River Regional Waste Management Services Commission Regulation. An annual flat rate is paid by each member municipality as outlined in the individual yearly agreements.

The Waste Management Authority Lease Agreement allows for the lease of lands for the construction, management, and operation of waste transfer stations for the purpose of recovering, handling, and disposing of waste. Both the Village and the County, amongst other municipalities, have consented to the granting of the leasehold interest to the Vermilion River Regional Solid Waste Management Authority. The current lease term is for twenty (20) years and was entered into on January 1, 2005.

2.5 Emergency Services

Emergency services are provided for under the Disaster Services Mutual Aid Agreement and the Fire Services Agreement. These agreements have been established as a means for the Village and County to provide mutual aid services in the event of a disaster, emergency, or fire in specified/designated areas. Cost recovery for services and equipment are as outlined in the individual agreements with each municipality being responsible for the maintenance, operation and upkeep of their respective fire halls.

2.6 East Central 9-1-1 Call Answer Society

Services are provided pursuant to the individual agreements executed between the East Central 9-1-1 Call Answer Society and the respective municipality.

2.7 Enforcement and Policing

Bylaw Enforcement and Policing services are currently provided by the Royal Canadian Mounted Police (herein referred to as the "RCMP"), pursuant to the Police Act. RCMP officers responsible for patrolling and responding to County specific emergency situations shall also patrol and respond to those emergency situations which occur within the municipal boundary of the Village consistent with the provisions of the Police Act.

2.8 Recreation

Recreational facility funding is provided for under the County's Community Enhancement and Recreation Grant Program. The program was established as a means of funding community organizations, agricultural societies, recreational societies/associations and hall boards that operate community facilities and programs within the municipal boundary of the County. The goal of recreation funding is to build experiences that:

- Bring enjoyment;
- Encourage active participation;
- Create and enhance community spirit;
- Support recreation, arts, and culture;
- Are educational; and
- Are open for use by all residents.

2.9 Cemeteries

Through their Cemetery Improvement Fund Program, the County reviews applications on an annual basis for requests related to operational assistance and/or upgrades, improvements, and major equipment purchases. Capital improvement funding is allocated based on the amount of funding the County has budgeted while operational assistance funding is limited to \$250.00 per applicant, annually.

Although the Village is presently responsible for both summer and winter maintenance of the grounds, in conjunction with the local cemetery volunteer organization, the Village may require the County's assistance from time to time. Requests for assistance shall be honoured provided that they have been made in writing and shall be funded on a cost share basis.

2.10 Libraries

Public library services are provided through the Northern Lights Library System (herein referred to as the "NLLS") Board through a third-party agreement with each municipality. The NLLS issues annual requisition contracts on a per capita basis to maintain their operations.

The County provides additional funding for public libraries utilizing their Municipal Sustainability Initiative (herein referred to as "MSI") grant monies in the amount of \$1500.00 annually. The allocation of these funds is based on the service levels provided by each public library and may be adjusted annually depending on the amount of MSI funding the County receives.

2.11 Vermilion River Regional Alliance

The Village and the County, amongst other municipalities, participate in this regional information gathering and idea-sharing initiative. Annual fees shall be remitted, as per the terms of reference, in order for each respective municipality to have voting privileges.

2.12 Natural Gas

The County provides natural gas services within the intermunicipal boundary area as well as within the Village pursuant to the Natural Gas Agreement.

2.13 Planning and Development

The commitment to working together for the purpose of this ICF was ratified by the execution of the Planning and Development Services Sharing Agreement.

3 IMPLEMENTATION

2.14 Adoption

As per the legislative requirements, municipalities must adopt their respective ICF by April 1, 2020. In doing so, the Village and County agree to continue to cooperate in pursuing mutually beneficial economic development initiatives that aim to attract investment and create employment opportunities within the region. If or when infrastructure costs and/or tax revenue sharing agreements are established, the Village and County agree that there will be a fair and equitable recognition of existing investment in roads and water and sewer infrastructure. Any agreements for cost and revenue sharing shall be to benefit future development of the lands located in the Intermunicipal Boundary.

2.15 Repeal, Review and Amendment Procedures

When it is in the mutual interests of the Village and County to do so, this section sets forth the process by which the ICF may be repealed, reviewed and/or amended. Pursuant to the regulations set forth in the MGA, the ICF shall be reviewed by resolution of each municipality's Councils at intervals not to exceed a five (5) year period. However, a shorter review period may be agreed to by Council resolution of each municipality provided that the review is conducted no less than one (1) year following a municipal election.

The ICF may be amended from time to time subject to an agreement in writing by each municipal Council. Amendments may include but are not restricted to:

- Policy changes;
- Text and/or language changes;
- Order/formatting changes; and
- Boundary adjustments.

Other changes, not listed above, may be made provided that an agreement has been executed in writing by each municipality. This ICF shall remain in effect until each municipality agrees in writing to repeal the bylaw or rescind the Council resolution under the provisions of the provincial legislation.

If there is a conflict and/or inconsistency between the ICF and an existing agreement between the Village and the County, the ICF must address the conflict and/or inconsistency and, if necessary, alter or rescind the agreement.

2.16 Dispute Resolution

Pursuant to the MGA, a municipality that is party to an ICF that fails to participate in the dispute resolution process set out in the framework or fails to comply with an agreement reached by the parties as a result of that process, understands and acknowledges that the other party to the framework, may s Bench for an order directing the non-adherent municipality to comply with the process and/or agreement.

The dispute resolution process, as outlined below, is consistent with the ICF regulation. The purpose of the dispute resolution process at the municipal level is to provide the option of mediation between the municipalities prior to any appeal being filed with the Municipal Government Board (herein referred to as the “MGB”). As such, disputes shall only be initiated by the Councils of either the Village or the County.

A dispute, for the purposes of this ICF, is defined as any statutory plan, or amendment thereto, that is given first reading by the Village’s or the County’s Council, which the other Council deems to be inconsistent with the provisions of an agreement under the ICF.

Disputes, as defined above, shall be addressed and shall be resolved through any of the following mechanisms, either singularly or in combination with each other:

- Administrative review;
 - Either municipality is within their purview to dispute any item, or agreement, within the context of this ICF. The municipality disputing the matter shall provide details of their concerns in writing to the other municipality who shall undertake an evaluation and provide a response in writing to the disputed items and/or agreements within twenty (20) days.
 - Following receipt of a response, the municipalities shall arrange a meeting within twenty (20) days to discuss the issue and attempt to resolve the matter.
 - Should the dispute be resolved at the administrative level, the municipality who originated the dispute shall provide notice to the other municipality that their dispute has been resolved following notification in writing that the appropriate actions to address the disputed matter have been undertaken.

- ILC meeting;
 - For disputes that cannot be solved at the administrative level, either municipality is within their purview to refer the matter to the ILC.
 - Upon referral of a dispute, the ILC shall schedule a meeting within twenty (20) days to allow for the administrative bodies of each municipality to present their positions on the matter.
 - After consideration of the matter by the ILC, the ILC may:
 - Provide suggestions and/or revisions to the administrative bodies to make the proposal acceptable;
 - Come to a consensus in support of, or in opposition of, the proposal which shall then be presented to each municipality’s Council; and/or
 - Conclude that no agreement can be reached.
 - If agreed to by the ILC, a facilitator may be employed to assist the committee toward a consensual resolution at an equal cost to each municipality.

- Municipal Council Review;
 - If a proposal cannot be satisfied at the ILC level, the matter is then referred to the municipal Councils of each municipality.
 - Upon receipt of the position of the ILC with respect to the disputed matter, each municipality’s Council shall establish their position on the proposal.
 - If both Councils are in agreement with the ILC proposal, the amendment process shall be carried out as per the terms of this ICF. However, if one, or neither Council supports the proposal, the matter shall be referred to the mediation process.

- Mediation;
 - For the mediation process to begin, each municipal Council shall agree that it is necessary.
 - Each municipal Council shall appoint an equal number of elected officials to take part in the mediation process.
 - Together, the municipalities shall engage and equally share the costs of an impartial and independent mediator. At such time that a mediator has been engaged, the municipalities shall establish and approve a mediation schedule inclusive of the date, time and location of the mediation meetings as well as a deadline for the completion of the mediation process.
 - If agreed to by both municipalities, any members of the ILC or administrative bodies from either municipality may act as information resources either in or out of the mediation room, as determined by the mediator.
 - All participants of the mediation process shall keep the details of the mediation proceedings confidential.
 - Upon conclusion of the mediation, the mediator shall submit a report to each municipal Council.
 - Should an agreement be reached through mediation, the agreement shall be referred to each municipality's Council for review and consideration. Should the municipal Councils be in favor of the mediated agreement, the agreement may be approved by resolution of Council. The mediated agreement is binding only at such time when each municipality has formally passed a resolution of Council to adopt the agreement.
- MGB Appeal Process;
 - If an agreement cannot be reached through mediation, the matter shall then be referred to the MGB.
 - Each of the municipality's are within their purview to file an appeal with the MGB.
 - Notice of an appeal with the MGB shall be given pursuant to the legislation.
- Arbitration; and
 - The Arbitration Act of Alberta shall be adhered to for any arbitration proceedings commenced in relation to this ICF.
- Court of Queen's Bench.
 - Each of the municipality's are within their purview to file an appeal with the Court of Queen's Bench.
 - Notice of an appeal with the Court of Queen's Bench shall be given pursuant to the legislation.

In the event of a dispute, the regulations set forth under the MGA shall prevail.

3 COST SHARING

In the event that either municipality initiates the commencement of a new project and/or service that may require a cost and/or revenue sharing agreement, the initiating municipality's Chief Administrative Officer (herein referred to as the "CAO") shall notify the other municipality's CAO. Once either municipality has received written notification of a new project, an ILC meeting must be scheduled and held within thirty (30) days of the date the notice was received unless both municipalities' CAO's agree in writing otherwise.

For the purpose of this ICF, the ILC shall be utilized to address and develop future shared service, cost sharing, and/or revenue sharing agreements. In the event the ILC is unable to reach an agreement, the dispute resolution process, as outlined in this ICF, shall be followed.

4 TERM AND INDEMNITY

In accordance with the MGA, this ICF constitutes a permanent agreement between the Village and the County and shall come into force upon adoption of the ICF bylaw or by resolution of Council.

It is understood and agreed to that the County shall indemnify and hold harmless the Village, its employees, and/or agents from any and all claims, actions, and costs whatsoever that may arise directly or indirectly out of any act of omission of the County, its employees and/or agents in the performance of the duties as outlined in this ICF.

It is understood and agreed to that the Village shall indemnify and hold harmless the County, its employees, and/or agents from any and all claims, actions, and costs whatsoever that may arise directly or indirectly out of any act of omission of the Village, its employees and/or agents in the performance of the duties as outlined in this ICF.

5 SCHEDULE A

5.1 Current Agreements

Included below is a list of the current mutually beneficial agreements referenced throughout this ICF, as amended by the Village and the County, from time to time.

- Urban Road Maintenance Agreement (November 6, 2019);
- Planning and Development Services Sharing Agreement (April 9, 2019);
- Disaster Services Mutual Aid Agreement (January 22, 1997);
- Fire Services Agreement (December 17, 2019);
- Natural Gas Agreement (July 13, 1994);
- Terms of Reference (September 20, 2018);
- Work Together Agreement (September 20, 2018);
- Alberta Central East Water Corporation Agreements;
- Vermilion River Regional Waste Management Services Commission Agreements;
- East Central 9-1-1 Call Answer Society Agreements; and
- Northern Lights Library System Agreements.

5.2 Future Agreements

The Village and the County are committed to continuously working together for the provision of Bylaw Enforcement and Policing Services, pursuant to the Police Act. The pursuit of mutually beneficial initiatives, such as Enhanced RCMP Policing, shall be explored and engaged in a cooperative manner as municipal partners. Should an Enhanced RCMP Policing Agreement be entered into by either municipality, the reference to said agreement shall constitute part of this ICF.