

VILLAGE OF INNISFREE- COUNTY OF MINBURN

Intermunicipal Collaboration Framework

Bylaw _____

Prepared by Red Willow Planning

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WHEREAS, the Village of Innisfree and the County of Minburn No. 27 share a common border; and

WHEREAS, the Village of Innisfree and the County of Minburn No. 27 share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the *Municipal Government Act* stipulates that Parties that have a common boundary must create a framework with each other that identifies the services provided that serve both municipalities' residents; and, for each of these services, identify which municipality provides the service, how it will be delivered and how it will be funded.

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

1. Definitions

1. In this Agreement
 - a. "Committee" – means the Intermunicipal Committee as defined in Section 4 of this Agreement.
 - b. "Service agreement" means a legally binding agreement such as a Contract, Agreement, Memorandum of Agreement or Memorandum of Understanding that is signed by both Parties.
 - c. "Capital Costs" means new facilities, expansions to existing facilities and intensification of use of existing facilities.
 - d. "The Parties" – means the Village of Innisfree and the County of Minburn No. 27.
 - e. "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 the bylaws by both Parties.
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 Parties.
3. Amended versions to this agreement shall supersede and replace all previous versions of this agreement.
4. It is agreed that the Village of Innisfree and the County of Minburn No. 27 shall meet within 365 days after a municipal election to review the terms

and conditions of the agreement. The Parties may also review the terms and conditions of the agreement upon request.

5. This agreement will be in place until such time that either party or both Parties decide otherwise. The agreement will be rescinded though the passing of bylaws by both Parties.

3. Intermunicipal Cooperation

1. The Village of Innisfree and the County of Minburn No. 27 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 Town and County residents, except matters where other current operating structures and mechanisms are operating successfully. Services to be considered in this agreement for potential future joint-cost sharing or management include:
 - a. Road Maintenance
 - b. Economic Development
 - c. GIS Sharing
 - d. Regionalization of Mutual Aid/Fire Services
3. Where the Committee desires a joint cost sharing or management agreement on any of the items identified 3.2 above, a service agreement shall be required to be developed on that specific item.
4. The Committee shall consist of eight members, being three elected officials and Chief Administrative Officers from each municipality.
5. The Chief Administrative Officers will be advisory to the Committee and responsible for developing agendas and recommendations on all matters. Chief Administrative Officers will be responsible for forwarding all recommendations from the Committee to their respective Councils. The Chief Administrative Officers are non-voting members of the Committee.
6. Meeting requests will be directed by the initiating municipality's Chief Administrative Officer to the other municipality's Chief Administrative Officer.

4. Municipal Services

1. The Village of Innisfree and the County of Minburn No. 27 have worked collaboratively to develop the following agreements to serve residents of both municipalities:

- a. Landfill Agreement
 - A 1989 agreement between the County and the Village of Innisfree, Village of Mannville and former Village of Minburn details costs sharing for development/digging and for operational/miscellaneous costs. It identifies the Village of Mannville as the managing party. The Agreement is self renewing annually with a one-year termination notification requirement.
- b. Regional Transfer Station Authority Agreement
 - A 2018 Agreement between the County of Minburn and the Villages of Mannville and Innisfree amends a 2012 Regional Waste Transfer Authority Agreement, as amended, details cost break down on a per capita basis. The costs are adjusted annually on January 1 of the year following the year in which a census is conducted for each of the parties.
- c. Emergency Services Mutual Aid
 - An agreement to provide mutual aid in the event of a disaster or emergency. The party requesting mutual aid is responsible for all costs incurred by the responding party in coming to the requesting party's aid. The term of the agreement is indefinite and ends only when a party gives notice to withdraw.
- d. Fire Services
 - The County provides apparatus and equipment to the Village and the Village agrees to maintain and operate said apparatus and equipment. If the Village provides fire services support to the County using its apparatus and equipment for a period greater than 2 hours, it will be compensated by the County at an hourly rate of \$100. Training and other annually defined costs will be shared. The agreement is self-renewing requiring a one-year termination notice by either party.
- e. Family and Community Support Services (FCSS)
 - The County and the Village contribute annually to the Mannville-Minburn-Innisfree FCSS. The existing agreement is under review and will be updated to reflect recent Provincial requirements for 3-year funding terms.

5. Future Projects and Agreements

1. In the event that either Party 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.

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 the municipalities' respective Chief Administrative Officers agree otherwise.
3. The Intermunicipal Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing 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 7 of this document.

6. Indemnity

1. The Village of Innisfree shall indemnify and hold harmless the County of Minburn No. 27, 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 Village of Innisfree, its employees or agents in the performance of this Agreement.
2. The County of Minburn No. 27 shall indemnify and hold harmless the Village of Innisfree, 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 County of Minburn No. 27, its employees or agents in the performance of this Agreement.
3. The County of Minburn No. 27 shall manage the administration associated with this agreement including but not limited to managing amended versions of the agreement, the preparation of agreement copies and any associated Freedom of Information and Protection of Privacy (FOIP) requests which may occur.

7. Dispute Resolution

1. The Village of Innisfree and the County of Minburn No. 27 commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
2. Both Parties 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 firstly be addressed by the administrations of both the Village of Innisfree and the County of Minburn No. 27. Where a dispute cannot be resolved to the satisfaction of both Parties after thirty (30) calendar days, the dispute will be referred to the municipalities' respective Chief Administrative Officers.

4. Where a dispute cannot be resolved to the satisfaction of the municipalities' respective Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
5. 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/Reeve and Council of each municipality.
6. Where a dispute cannot be resolved to the satisfaction of the Mayor/Reeve and Council of each municipality, the Parties will seek the assistance of a mediator acceptable to both Parties. The costs of mediation shall be shared equally between the Parties.
7. In the event that a dispute cannot be resolved through 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.
8. The costs of arbitration shall be shared equally between the Parties.
9. For all development, subdivision or planning matters intermunicipal disputes shall follow agreed to processes outlined in an approved Intermunicipal Development Plan between both Parties and in the *Municipal Government Act*. In situations where an approved Intermunicipal Development Plan is in conflict with the *Municipal Government Act* as it pertains to intermunicipal disputes, provisions in the *Municipal Government Act* shall prevail.

8. Correspondence

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

- a. In the case of the Village of Innisfree to:

Village of Innisfree
c/o Chief Administrative Officer
5116 50th Avenue, Box 69
Innisfree, AB T0B 2G0

- b. In the case of the County of Minburn No. 27 to:

County of Minburn No. 27
c/o Chief Administrative Officer
4909 50 Street, Box 550
Vegreville, AB T9C 1R6

9. Authorizations

Signed and dated on:

Deborah McMann

Deborah McMann, Mayor, Village of
Innisfree

Feb. 5, 2020

Date

Brooke Magosse

Brooke Magosse, CAO, Village of
Innisfree

Feb 5, 2020

Date

Roger Konieczny

Roger Konieczny, Reeve, County of
Minburn No. 27

Feb 5 2020

Date

Brent Williams

Brent Williams, CAO, County of Minburn

Feb 5, 2020

Date