

Intermunicipal Collaboration Framework

Between

Camrose County

and

The Town of Bashaw

(the municipalities)

September 2018

Bylaw No. 1423 for Camrose County
Bylaw No. 783-2018 for the Town of Bashaw

A. TITLE

This Bylaw is the Intermunicipal Collaboration Framework Between Camrose County and The Town of Bashaw; and can also be referred to as the “**ICF Bylaw**” for the municipalities.

WHEREAS, Part 17.2 of the *Municipal Government Act* requires municipalities with common boundaries to create an Intermunicipal Collaboration Framework (ICF) with each other; and

WHEREAS, Camrose County and The Town of Bashaw share a common boundary; and

WHEREAS, Camrose County and the Town of Bashaw share common interests and are desirous of collaborating to provide shared services to their ratepayers.

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

B. 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) In accordance with the *Municipal Government Act*, this intermunicipal collaboration framework must be reviewed once every five years, or sooner if requested by either municipality.

C. INTERMUNICIPAL COOPERATION

- 1) This intermunicipal collaboration framework identifies the services provided by each municipality, the services which are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.
- 2) The municipalities agree to equitable service delivery. Where shared services are provided, residents and ratepayers of both municipalities will be afforded, as far as practical, the same

services at the same costs, including user fees for the services provided by either municipality.

D. INTERMUNICIPAL COMMITTEE

- 1) The County and Town agree to create a joint committee known as the Intermunicipal Committee.
 - a) The Committee will meet on an as required basis and will develop recommendations to the Councils on matters of intermunicipal strategic direction and cooperation affecting county and Town residents and ratepayers, including:
 1. Long-term strategic growth plans as may be reflected in the Intermunicipal Development Plan, municipal Development Plans, Area Structure Plans or other strategic plans or studies.
 2. Intermunicipal and regional transportation issues, including transportation and utility corridors and truck routes.
 3. Prompt circulation and review of major land use, subdivision and development proposals in either municipality which may impact the other, and
 4. The review of intermunicipal or multi-jurisdictional issues in lieu of a regional planning system.
 5. Periodic review of this Intermunicipal Collaboration Framework as required under B(3).
 6. Periodic review of the Intermunicipal Development Plan as required under E(2)
 7. Existing shared intermunicipal services, or the potential for new shared intermunicipal services.
 - (b) The Committee shall consist of four members, being two Councillors from each municipality.
 - (c) The Chief Administrative Officer, and/or designate from each municipality will be advisory staff to the Committee, responsible to provide background information and recommendations on all matters before the committee, to prepare agendas, record the recommendations of the committee, and for forwarding all recommendations from the Committee to their respective Councils.

E. INTERMUNICIPAL DEVELOPMENT PLAN

1. The Municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the *Municipal Government Act*.

2. The Intermunicipal Development Plan will be reviewed a minimum of every five years, at the request of one or both of the municipalities, or in conjunction with the review of the Intermunicipal Collaborative Framework.

F. MUNICIPAL SERVICES

- 1) Both municipalities have reviewed the services offered to ratepayers. Each party will continue to provide the following services to their residents and ratepayers independently using internal forces or contracted services:

a) Camrose County

- i) Municipal Administration
 - (1) Financial Management
 - (2) Purchasing/Procurement Services
 - (3) HR Services
 - (4) Information Technology
 - (5) Assessment Services

- ii) Transportation Services
 - (1) Roadway and Right-of-Way Maintenance
 - (2) Bridge and Culvert Maintenance

- iii) Water and Wastewater
 - (1) Currently provided in some areas of the County.

- iv) Solid Waste
 - (1) Transfer Stations
 - (2) Recycling stations

- v) Emergency and Protective Services
 - (1) Peace Officer Services
 - (2) Animal Control
 - (3) Policing Services are provided by the RCMP

- vi) Agricultural Services
 - (1) Crop Management
 - (2) Pest and Disease Control
 - (3) Seed Cleaning Plant
 - (4) Trees and Horticulture

- (5) Weed Control
- (6) Turf Management
- (7) Extension (Educational Programs)

b) The Town of Bashaw

- i) Municipal Administration
 - (1) Information Technology
 - (2) Purchasing/Procurement Services
 - (3) Financial Management
 - (4) HR Services
 - (5) Assessment Services – Provided by third party under contract

- ii) Transportation Services
 - (1) Roadway and Right of Way Maintenance
 - (2) Public Transit provided by the Bashaw Bus Society
 - (3) Municipal Airport

- iii) Water and Wastewater
 - (1) Water supply is provided under agreement by the Highway 12/21 Water Services Commission of which the Town of Bashaw is a member.
 - (2) Water Storage
 - (3) Water Distribution
 - (4) Wastewater Collection
 - (5) Wastewater Treatment

- iv) Solid Waste
 - (1) Waste Disposal, provided under agreement with the West Dried Meat Lake Regional Landfill Authority on a fee for service basis.
 - (2) Residential and Commercial Curb side Waste Collection provided under agreement by 3rd party contractor.

- v) Emergency and Protective Services
 - (1) Animal Control – Provided by third party contractor, as required.
 - (2) Bylaw Enforcement – Provided as a third party contracted service, under agreement by Camrose County
 - (3) Police Services are provided by the RCMP

2) The Municipalities have a history of intermunicipal collaboration by providing shared services. The following shared services are provided directly or indirectly to their residents and ratepayers:

a. Emergency and Protective Services

1. Fire Service

Fire Services are provided on a regional, shared service basis, to the Bashaw Fire District, within the County, which includes the Town of Bashaw, by the Bashaw Fire Department, under an agreement between the Town of Bashaw, Camrose County, Ponoka County and Lacombe County.

- a. The Town of Bashaw is the lead municipality.
- b. The funding of the Fire Service is provided by shared municipal contributions and user fees as specified by the agreement.

b. Community Services

1. Family and Community Support Services

The Town of Bashaw is a partner in an agreement with the Province for the provision of Bashaw and District Support Services (BDSS) one of several hundred programs operated within the province under Family and Community Support Services (FCSS) which operates within Alberta Children's Services via the provincial FCSS Act and Regulations. BDSS is a shared service for the residents of the Town of Bashaw and the surrounding region of the County.

- a. The Town of Bashaw is the lead municipality.
- b. Funding from the Town of Bashaw is regulated by the province, with the province and the Town contributing funding based on a formula established in the agreement. Camrose County contributes funding to the program in proportion to the service provided.

c. Recreation Services

1. Many recreational facilities and opportunities are provided within both the County and the Town, including Campgrounds, Parks, Environmental Reserves, Playgrounds, Sports fields, Arenas, Curling Rinks, Golf Course and Community Centres. All of these facilities are available and used by residents and ratepayers of the County and the Town on an equal access basis.

- a. In general, the County is the lead municipality for facilities located within the County and the Town is the lead municipality for facilities within the Town, however in some cases the lead is taken by, organization such as an Agricultural Society or Recreation Society rather than the municipality.

- b. Funding of these facilities is provided by:
 - a. User Fees
 - b. Municipal contributions established by agreement
 - c. Municipal contributions based on requests from organizations.
 - d. Fundraising by organizations.
 - e. Grants

1. 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.
2. 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.

G. FUTURE PROJECTS, SHARED SERVICES AND AGREEMENTS

1. In the event that either municipality initiates the development of a new project or service that may require a new cost-sharing agreement, the initiating municipality will provide notice to the other municipality in writing.
2. The initial notification will include a general description of the project, estimated costs and timing of expenditures. The receiving municipality will advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.
3. The Intermunicipal Committee will meet to discuss the project within 30 days, if requested by either municipality, and may schedule subsequent meetings as needed.
4. The following criteria will be used when assessing the desirability of funding of new projects:
 - i) Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the municipalities
 - ii) The level of community support
 - iii) The nature of the project
 - iv) The demonstrated effort by volunteers to raise funds and obtain grants (if applicable)
 - v) The projected operating costs for new capital projects
 - vi) Municipal debt limit
 - vii) Projected use and benefit by both municipalities

5. The Intermunicipal Committee will review, and negotiate, the terms related to the project or new shared service, including the cost sharing arrangement of the project or service. The Intermunicipal Committee will provide a recommendation for approval to the councils of the partner municipalities.

6. In the event that the Intermunicipal Committee or municipal councils are unable to reach an agreement, within 90 days, and do not jointly agree to extend the time period, then any unresolved issues shall be dealt with through the dispute resolution process as referenced in this bylaw. If urgency is needed, the initiating municipality must note this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.

H. IMPLEMENTATION PLAN

1. Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:
 - The start date that the change will take effect.
 - A plan to phase out the existing service delivery and to initiate the new service delivery methods.
 - A plan for the phasing in or out of cost sharing, or other arrangements.
 - A review date to evaluate the efficiency of the shared service delivery and funding strategy.

I. DISPUTE RESOLUTION

1. If any dispute arises between the parties regarding the interpretation, implementation or application of any agreement identified in this Framework, including the Intermunicipal Development Plan, or any alleged contravention of this Framework or IDP, the dispute will be resolved through the process and provisions outlined in the “Model Default Dispute Resolution Provisions” Schedule of the Intermunicipal Collaboration Framework Regulation AR 191/2017 and the *Municipal Government Act*, as amended from time to time.

2. The dispute resolution process will include negotiation, mediation, and arbitration as progressive steps available to the parties in their efforts to resolve a dispute. If a dispute proceeds to arbitration, the arbitrator’s order will be considered final and binding upon the parties, subject to a judicial review on a question of jurisdiction only.

3. The municipalities are committed to resolving any disputes in a timely, non-adversarial, and cost-effective manner.
4. If the parties become involved in a dispute resolution process, they each shall continue to perform their obligations described in this Framework until the dispute resolution process is complete, and subsequently, will comply with the agreed resolution or arbitration order.
5. Upon the issuance of an arbitrator's order, or upon a negotiated or mediated agreement, both municipalities will promptly update their respective intermunicipal collaboration framework and/or intermunicipal development plan to reflect any necessary changes, including an implementation plan.

J. CORRESPONDENCE

1. Written notices related to this bylaw or any related agreement shall be addressed to the municipalities, as follows:

- a. In the case of Camrose County to:

**Camrose County
c/o Chief Administrative Officer
3755 - 43 Avenue
Camrose, Alberta T4V 3S8**

- b. In the case of the Town of Bashaw to:

**Town of Bashaw
c/o Chief Administrative Officer
5011 - 52 Ave., Box 510
Bashaw Alberta, T0B 0H0**

Notices may be sent by electronic mail to the respective Chief Administrative Officer.

K. READINGS

For the Town of Bashaw:

Read a FIRST time this ____ day of _____ 2018.

Read a SECOND time this _____ day of _____ 2018.

Read a THIRD time and finally passed this _____ day of _____ 2018.

Mayor

CAO

For Camrose County:

Read a FIRST time this ____ day of _____ 2018.

Read a SECOND time this _____ day of _____ 2018.

Read a THIRD time and finally passed this _____ day of _____ 2018.

Reeve

County Administrator