



**BYLAW NO.05.20**

*BEING A BYLAW OF YELLOWHEAD COUNTY,  
IN THE PROVINCE OF ALBERTA,  
FOR THE PURPOSE OF ADOPTING AN INTERMUNICIPAL COLLABORATION  
FRAMEWORK BETWEEN CLEARWATER COUNTY AND YELLOWHEAD COUNTY*

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

**WHEREAS**, Clearwater County and Yellowhead County have worked collaboratively on the preparation of an intermunicipal collaboration framework between both municipalities; AND

**WHEREAS**, the Council of Yellowhead County deems it desirable and appropriate to adopt the Clearwater County and Yellowhead County Intermunicipal Collaboration Framework.

**NOW THEREFORE**, the Council for Yellowhead County, duly assembled, hereby enacts as follows:

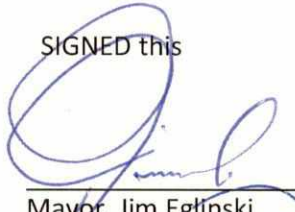
- 1) That "Intermunicipal Collaboration Framework Between Clearwater County and Yellowhead County", attached and forming part of Bylaw 05.20, is hereby adopted.
- 2) That Bylaw 05.20 shall come into force and effect upon third reading by Council and shall remain in force until repealed or amended.

READ a first time this 11 Day of February A.D., 2020.

READ a second time this 11 Day of February A.D., 2020.

READ a third time this 11 Day of February A.D., 2020.

SIGNED this 11 Day of February A.D., 2020.

  
\_\_\_\_\_  
Mayor, Jim Eglinski

  
\_\_\_\_\_  
Chief Administrative Officer, Jack Ramme

Intermunicipal Collaboration Framework between  
Yellowhead County  
and  
Clearwater County

February 11, 2020

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**WHEREAS**, Yellowhead County and the Clearwater County share a common border; and

**WHEREAS**, Yellowhead County and the Clearwater County 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 Clearwater County and Yellowhead County.
- g. "Year" means 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 final adoption of matching bylaws or resolutions by each municipality, which bylaws or resolutions contain the Framework.
2. The Framework may be amended by mutual consent of both municipalities unless specified otherwise in this Framework.
3. It is agreed that Yellowhead County and Clearwater County shall meet at least once every four years, or upon request by either party, commencing no earlier than ninety (90) calendar days and no later than one-hundred and eighty (180) calendar days after a municipal election to review the terms and conditions of the agreement.

### **3. Intermunicipal Cooperation**

1. Yellowhead County and Clearwater County agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as the Committee).
2. The Committee shall consist of four members, being two Councillors from each County.
3. 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.
4. The Committee will meet on an as needed basis, and parties will give thirty (30) calendar days of a notice for a Committee meeting. Meeting requests will be directed to the Chief Administrative Officer for the respective municipality.

### **4. Municipal Services**

1. Yellowhead County and Clearwater County 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 County currently has with their respective neighbours.
2. Both Counties have reviewed the services offered to residents. Based on the review it has been determined that each County will continue to provide the following services to their residents independently:
  - i. Agricultural Services
  - ii. Animal Control
  - iii. Assessment Services
  - iv. Bylaw Enforcement
  - v. Campgrounds
  - vi. Cemeteries
  - vii. Communications
  - viii. Community Peace Officers
  - ix. Cultural Services
  - x. Emergency Services
  - xi. Information Technology
  - xii. Municipal Administration
  - xiii. Planning and Development Services
  - xiv. Policing Services
  - xv. Purchasing and Procurement
  - xvi. Recreation
  - xvii. Rural Road Maintenance
  - xviii. Transportation
  - xix. Water/Wastewater
  - xx. Solid Waste
3. The Counties have worked collaboratively in the past with the following agreements in place to serve residents of both counties:



a) Mutual Aid Fire Agreement

Yellowhead County and Clearwater County have an agreement (2016) in place for peacetime disaster mutual aid provision (see Appendix Two).

b) Memorandum of Understanding – Sasquatch Program

Yellowhead County and Clearwater County have an MOU (2015) in place for the protection and improvement of the environment as it relates to the West Country and Sasquatch Program (see Appendix Two).

## **5. 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 agreement, the initiating party's Chief Administrative Officer will notify the other municipality's Chief Administrative Officer, in writing within 90 days.
2. Once either municipality has received written notice of a new project, a 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 Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event that the Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 8 of this document.
4. Both municipalities recognize that the decision to participate or not to participate lies with the respective municipalities.
5. If the municipalities mutually agree to the new project or service, then a new replacement framework will be created and notify the Minister within 90 days.

## **6. Intermunicipal Development Plan**

1. Yellowhead County and Clearwater County are exempt from creating an Intermunicipal Development Plan and agree, as per section 631(2) of the Municipal Government Act, that an Intermunicipal Development Plan is not required.

## **7. Indemnity**

1. Yellowhead County shall indemnify and hold Clearwater 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 Yellowhead County, its employees or agents in the performance of this Agreement.
2. Clearwater County shall indemnify and hold harmless Yellowhead 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 Clearwater County, its employees or agents in the performance of this Agreement.

## 8. Dispute Resolution

1. Clearwater County and Yellowhead County commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
2. Both Counties 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 Clearwater County and Yellowhead County. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both Counties.
4. 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 Committee.
5. Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Collaboration Committee after thirty (30) calendar days, the dispute will be referred to the Mayor/Reeve and Council of both Counties.
6. Where a dispute cannot be resolved to the satisfaction of the Mayor/Reeve and Council of both Counties, Yellowhead County and Clearwater County will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the Counties.
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 process for resolving the dispute through binding arbitration shall follow the requirements of the *Arbitration Act*.

## 9. Correspondence

1. Written notice under this Agreement shall be addressed as follows:
  - a. In the case of Yellowhead County to:  
Yellowhead County  
c/o Chief Administrative Officer  
2716 pt Avenue  
Edson, AB T7E 1N9
  - b. In the case of the Clearwater County to:  
Clearwater County  
c/o Chief Administrative Officer  
Box 550, 4340 47 Avenue  
Rocky Mountain House, AB T4T 1A4
2. In addition to 9(1), notices may be sent by electronic mail to the Chief Administrative Officer.

**10. Authorizations**

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as of the first day above written.

CLEARWATER COUNTY



\_\_\_\_\_  
Tim Hoven, Reeve

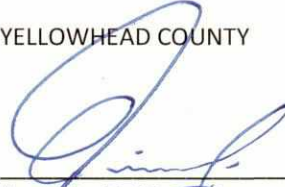


\_\_\_\_\_  
Rick Emmons, CAO

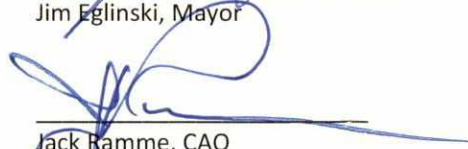
March 10, 2020

DATE

YELLOWHEAD COUNTY



\_\_\_\_\_  
Jim Eglinski, Mayor



\_\_\_\_\_  
Jack Ramme, CAO

February 12, 2020

DATE

Appendix A: ICF Bylaws

Appendix B: Existing Agreements

Appendix C: Ministerial Order exemption from Intermunicipal Development Plan



BYLAW NO. 1087/20

**BEING A BYLAW TO ADOPT THE YELLOWHEAD COUNTY - CLEARWATER COUNTY INTERMUNICIPAL COLLABORATION FRAMEWORK**

**WHEREAS**, the Council of Clearwater County is authorized under the Municipal Government Act, RSA 2000, Chapter M-26, as amended, to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents; and

**WHEREAS**, Yellowhead County and Clearwater County have worked collaboratively on the preparation of an intermunicipal collaboration framework between the two municipalities; and

**WHEREAS**, the Council of Clearwater County deems it desirable and appropriate to adopt the Yellowhead County – Clearwater County Intermunicipal Collaboration Framework;

**NOW THEREFORE**, the Council of Clearwater County, duly assembled, enacts as follows:

That the document titled "Yellowhead County - Clearwater County Intermunicipal Collaboration Framework" dated February 11, 2020 as attached and forming part of this Bylaw be adopted;

and

That this Bylaw shall take effect upon the final passing thereof.

READ a first time this 11 day of February, 2020.

READ a second time this 11 day of February, 2020.

PERMISSION granted for third reading this 11 day of February, 2020.

READ a third time and finally passed this 11 day of February, 2020.

  
\_\_\_\_\_  
REEVE

  
\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER



March 12, 2020

Jack Ramme  
CAO  
Yellowhead County  
2716 1<sup>st</sup> Avenue  
Edson, AB T7E 1N9

Dear Jack,

**RE: Intermunicipal Collaboration Framework**

Please find enclosed for your records, a fully executed Intermunicipal Collaboration Framework Agreement with a copy of Clearwater County's Bylaw 1087 to adopt the agreement.

I'm confirming that Clearwater County notified Municipal Affairs of the completed agreement via email on February 20, 2020 (copy attached).

Thank you,

Tracy Haight  
Executive Assistant

## Tracy Haight

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**From:** Tracy Haight  
**Sent:** Thursday, February 20, 2020 1:33 PM  
**To:** 'icf@gov.ab.ca'  
**Cc:** Rick Emmons; Christine Heggart  
**Subject:** HPE CM: Notification of Completed ICF  
**Signed By:** THaight@clearwatercounty.ca

Please be advised that Clearwater County (Bylaw 1087/20) and Yellowhead County completed and signed an Intermunicipal Collaboration Framework on February 11, 2020.

Thank you,  
*Tracy Lynn Haight*  
Executive Assistant  
[thaight@clearwatercounty.ca](mailto:thaight@clearwatercounty.ca)



**Clearwater County**  
P.O. Box 550  
4340 -47 Avenue  
Rocky Mountain House, AB | T4T 1A4  
Office: 403.845.4444 | Fax: 403.845.7330

Visit our website at [www.clearwatercounty.ca](http://www.clearwatercounty.ca)

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