



BYLAW NO.06.20

*BEING A BYLAW OF YELLOWHEAD COUNTY,
IN THE PROVINCE OF ALBERTA,
FOR THE PURPOSE OF ADOPTING AN INTERMUNICIPAL COLLABORATION
FRAMEWORK BETWEEN WOODLANDS 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, Woodlands 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 Woodlands 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 Woodlands County and Yellowhead County", attached and forming part of Bylaw 06.20, is hereby adopted.
- 2) That Bylaw 06.20 shall come into force and effect upon third reading by Council and shall remain in force until repealed or amended.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 25 Day of February A.D., 2020.

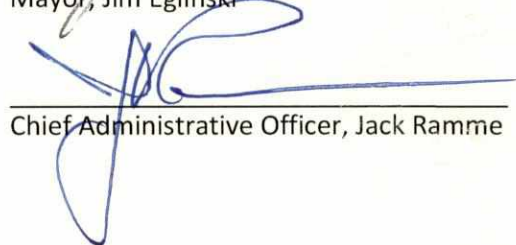
READ a second time this 25 Day of February A.D., 2020.

READ a third time this 25 Day of February A.D., 2020.

SIGNED this 25 Day of February A.D., 2020.



Mayor, Jim Eglinski



Chief Administrative Officer, Jack Ramme

Intermunicipal Collaboration Framework

Between

Woodlands County

And

Yellowhead County

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WHEREAS, Woodlands County and Yellowhead County share a common border; and

WHEREAS, Woodlands County and Yellowhead 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

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. "Intermunicipal Development Plan" means a statutory plan developed jointly by two or more neighbouring municipalities to coordinate land use planning decisions for an area of land in proximity to the boundaries of the municipalities, and which meets the requirements of the Municipal Government Act. For purposes of this agreement, the Parties are exempt from preparing and IDP pursuant to Ministerial Order No. MSL: 047/18.
- f. "Party" means Woodlands County and Yellowhead 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 the bylaws by both Counties.
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 Counties.

3. Amended versions to this agreement shall supersede and replace all previous versions of this agreement.
4. It is agreed that Woodlands County and Yellowhead County shall meet as least once every four years, or upon request by either party, commencing 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. Woodlands County and Yellowhead County agree to create a recommending body known as the Intermunicipal Collaboration 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 County 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. Agriculture matters (including Alternative Land Use Services (ALUS) initiative).
 - b. Emergency and emergency aid.
 - c. Fire service agreements.
 - d. Intermunicipal and regional transportation issues including Alberta Transportation and Utility Corridors, truck and natural resource haul routes.
 - e. Long-term growth plans including the Intermunicipal Development Plan, municipal development plans, applicable area structure plans and other strategic studies.
 - f. Joint economic development initiatives.
 - g. Opportunities to coordinate water, wastewater and lagoons rates and usage.
 - h. Opportunities to coordinate engineering design standards.
 - i. Safety code services.
 - j. Policing and bylaw enforcement matter.
 - k. Rural broadband delivery, technology, and telecommunications alignment between both Counties.
3. The Committee shall consist of six (6) members, being one (1) Mayor, one (1) Councillor and one (1) CAO from each County.
4. 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.

5. Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be 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 Counties 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

A. Understanding of Services provided by each municipality to residents

1. Woodlands County and Yellowhead 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. Woodlands County and Yellowhead County have agreed that each County will provide the following services for their residents independently:
 - a. **Woodlands County**
 - i. Affordable Housing
 - ii. Agricultural Services
 - iii. Airport
 - iv. Animal Control
 - v. Assessment Services Contracted
 - vi. Bridges
 - vii. Bylaw Enforcement
 - viii. Capital Projects
 - ix. Communications
 - x. Economic Development
 - xi. Emergency Services

- xii. FCSS
- xiii. Fire Services
- xiv. Grants
- xv. GIS Contracted
- xvi. Information Technology
- xvii. Municipal Administration
- xviii. Purchasing/Procurement Services
- xix. Policing Services
- xx. Reception Services
- xxi. Recreation
- xxii. Rural Road Maintenance
- xxiii. Taxation Services
- xxiv. Transportation
- xxv. Waste Management
- xxvi. Water and Wastewater
- xxvii. Solid Waste

b. Yellowhead County

- 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/Waste Water
- xx. Solid Waste

B. Existing service agreements between both municipalities

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

- a. Mutual Aid Agreement

- Woodlands County and Yellowhead County have an agreement in place, May 20, 2016, for the provision of emergency services to serve residents of both Counties. Attached as Appendix A.

- b. Emergency Management Mutual Aid Agreement

- Woodlands County and Yellowhead County have an agreement in place, May 20, 2016, for the provision of disaster services to serve residents of both Counties. Attached as Appendix B.

6. Land Use

1. The Parties are exempt from creating an Intermunicipal Development Plan by the Minister of Municipal Affairs in accordance with Ministerial Order MSL047/18. As such, the parties shall refer to policies in their respective Municipal Development Plans and other statutory plans.

7. Collaboration Process

1. Either County may initiate the development of a new capital project and/or new service it deems to be critical or essential to the community. Prior to submitting a formal written notice for a new cost-sharing agreement the initiating County's Chief Administrative Officer will consult and seek informal support from the other County's Chief Administrative Officer.
2. Once either municipality has received written notice of a new capital project or new service, 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 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.
4. Future capital projects or service 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.

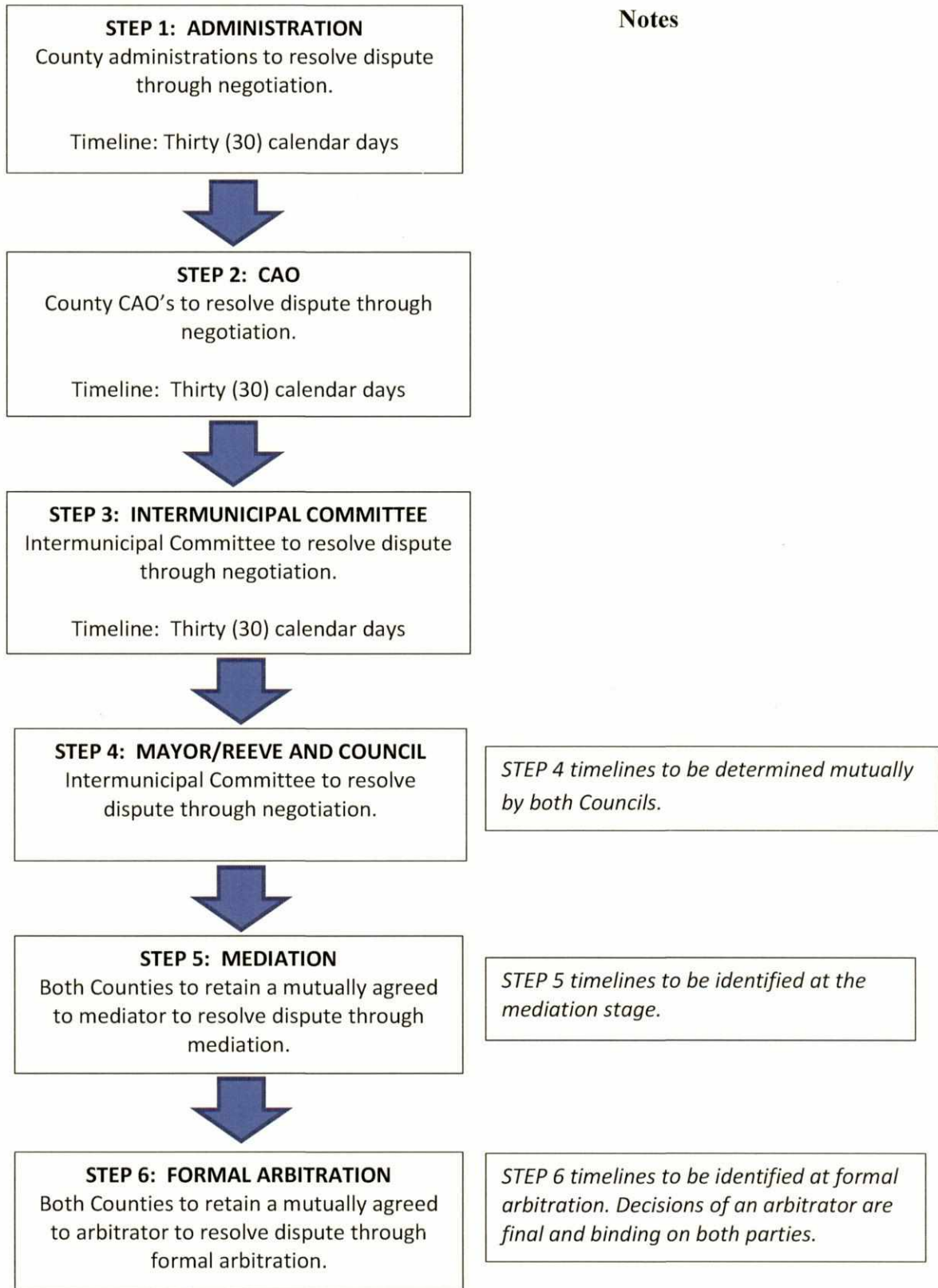
8. Indemnity

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

9. Dispute Resolution

1. Woodlands County and Yellowhead County commit to resolving any disputes in a non-adversarial, informal and cost-effective 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 Woodlands 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 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 both Counties.
6. Where a dispute cannot be resolved to the satisfaction of the Mayor/Reeve and Council of both Counties, Woodlands County and Yellowhead 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 costs of arbitration shall be shared equally between the Counties.
9. For all development, subdivision or planning matters Intermunicipal disputes shall follow the processes outlined in the *Municipal Government Act*.

10. Dispute Resolution Process Chart



11. Correspondence

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

a. In the case of Woodlands County to:

Woodlands County
c/o Chief Administrative Officer
P.O. Box 60, #1 Woodlands Lane
Whitecourt, AB T7S 1N3

b. In the case of Yellowhead County to:

Yellowhead County
c/o Chief Administrative Officer
2716 – 1 Avenue
Edson, AB T7E 1N9

12. Authorizations

Signed and dated on:



Gordon Frank, CAO
Woodlands County



Jack Ramme, CAO
Yellowhead County

Feb. 20/2020.

Date

FEB 25/20

Date

APPENDIX A

MUTUAL AID FIRE AGREEMENT

THIS AGREEMENT made this 20 day of MAY A.D. 20 16

BETWEEN:

Yellowhead County
2716 – 1 Ave
Edson, Alberta, T7E 1Y8

OF THE FIRST PART

- AND -

Woodlands County
Box 60, #1 Woodlands Lane
Whitecourt, Alberta, T7S 1N3

OF THE SECOND PART

WHEREAS the parties to this Agreement are Municipal Corporations within the Province of Alberta, incorporated pursuant to the *Municipal Government Act RSA 2000, C-26*, as amended;

AND WHEREAS each party to this Agreement provides fire protection services within their respective boundaries;

AND WHEREAS each of the parties hereto acknowledge and agree that it is desirable and to the parties mutual benefit that from time to time, each be able to provide fire protection assistance to the other party to this Agreement;

AND WHEREAS the parties hereto wish to enter into this Agreement to formalize the systems and procedures which can be utilized in order for the parties to request mutual aid and assistance from another party to this Agreement and to respond to such requests;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, agreements and premises set out herein, the parties hereto hereby agree as follows:

1. In this Agreement, the following words and terms shall have the following meanings:
 - a) “Assistance” shall mean firefighting or fire protection services available pursuant to this Agreement. Assistance may relate to incidents which the Requesting Party does not attend or does not believe it will attend, or incidents which the Requesting Party does attend, but believes it would be prudent to require further or other forces for firefighting/protection purposes.

- b) "Claims" shall mean any and all manner of action or actions, cause or cause of action, suits, proceedings, demands, debts, dues, sums of money, costs, expenses and damages of every nature and kind arising at law, equity, statute or otherwise which any party has, had, or may have.
 - c) "Dispatch Centre" shall mean the dispatch centre taking and transferring 911 emergency fire calls related to fires within the geographic boundaries of the parties to this Agreement.
 - d) "Effective Date" shall mean May 1, 2016.
 - e) "Equipment" shall mean firefighting vehicles, apparatus and equipment.
 - f) "Requesting Party" shall mean a party to this Agreement which requests Assistance from the other party to this Agreement.
 - g) "Responding Party" shall mean a party to this Agreement which responds to the request for Assistance made by a Requesting Party.
2. Subject to the terms and conditions of this Agreement, any party to this Agreement may request the Assistance of another party to this Agreement.
 3. Subject to the terms and conditions of this Agreement, the parties to this Agreement agree that they will endeavor to provide Assistance to the other parties to this Agreement, upon request. However, the parties hereto acknowledge and agree that there are and will be times and circumstances in which Assistance cannot be provided. Without restricting the generality of the forgoing, Assistance may be refused when the Responding Party or its designate or fire chief, or his or her designate, deems it imprudent or unsafe to provide such Assistance. At all times, whether or not Assistance will be provided, and the nature of the Assistance to be provided, if any, will be in the unfettered discretion of the Responding Party.
 4. This Agreement shall come into force and effect upon the Effective Date, and shall remain in full force and effect until each of the parties hereto withdraws from this Agreement in accordance with the provisions of this Agreement.
 5. Any one of the parties to this Agreement may withdraw from this Agreement by providing the other party with six (6) months written notice of their intention to withdraw.
 6. All requests for Assistance pursuant to this Agreement, unless dispatched by or through the Dispatch Centre, shall be directed to the authorized representative of the Responding Party. In the event that the authorized representative of the Responding Party is someone other than the Responding Party's fire chief, the authorized representative will confirm the request with the Responding Party's fire chief, or his or her designate as soon as

reasonably possible. If the Responding Party's fire chief or designate cannot be contacted, the Responding Party may, but will not be required to, respond.

7. A Responding Party may, after responding to a request for Assistance, withdraw their Assistance in the event that the Responding Party, the Responding Party's fire chief, or the designate of either of them, deems it prudent or desirable to withdraw Assistance. Without restricting the generality of the forgoing, Assistance may be withdrawn if the Responding Party's Equipment or services are required elsewhere, or it is deemed to be unsafe to provide or continue providing Assistance.
8. When providing Assistance, the following command and control structure will apply:
 - a. The first fire department of a Party to arrive at the scene of an incident shall assume incident command;
 - b. In the event that a Responding Party is the first fire department to arrive at the scene of an incident, the Responding Party will assume incident command until such time as the Requesting Party's fire department arrives and is ready to assume incident command;
 - c. The Requesting Party shall have incident command over all incidents which occur within its geographic boundaries, provided that the Requesting Party's fire department is in attendance and does not relinquish incident command;
 - d. Commands and requests of an incident commander shall be communicated in accordance with the command structure of the department to whom the commands or requests are directed;
9. In providing Assistance, a Responding Party shall not be required to provide Equipment which is not owned by the Responding Party, or employees or volunteers who are not employed or usually utilized by the Responding Party.
10. It is acknowledged and agreed by the parties hereto that a Responding Party providing Assistance pursuant to this Agreement shall not be entitled to bill or charge the Requesting Party for Equipment or services, or for the Assistance, being provided. However, each party to this Agreement agrees that they will, and hereby does, indemnify and save harmless any Responding Party from which they request Assistance, in accordance with the terms and provisions of this Agreement.
11. The responding party reserves the right to bill the requesting party for manpower costs incurred and consumables used at any event on a cost recovery basis.
12. A Requesting Party to this Agreement shall and hereby does indemnify and save harmless a Responding Party who provides Assistance to that Requesting Party from and against all Claims, of every nature and kind whatsoever including Claims arising from damaged property, or injury to persons, which arise out of, or are in anyway attributable

to the provision of Assistance, except those Claims which are due to the gross negligence of any employee, volunteer or representative of the Responding Party.

13. A Requesting Party shall, and hereby does, indemnify and save harmless a Responding Party from and against all Claims relating to the injury or death to persons responding to a request for Assistance from that Requesting Party, except where caused by the gross negligence of the Responding Party.
14. Notwithstanding paragraph 10, 12 and 13 of this Agreement, the parties to this Agreement covenant and agree that a Responding Party will not in any way be liable to a Requesting Party for:
 - a. Failure to respond to a request for Assistance, or failure to provide Assistance;
 - b. Failure to respond to a request for Assistance within a certain period of time, or in a timely fashion;
 - c. Consequential, indirect, exemplary or punitive damages;
 - d. Economic loss;
 - e. Any Claims that arise as a result of a party's refusal or inability to provide Assistance;
 - f. Any Claim that arises or results from the manner in which a Responding Party provides or does not provide Assistance, save and except Claims directly arising from the gross negligence of the Responding Party while providing Assistance.
15. The Parties hereto shall, at their own respective cost and expense, maintain in full force and effect during the term of this Agreement, general liability insurance in an amount not less than \$5,000,000.00 per occurrence for personal injury and/or property damage, together with such other insurance that may be agreed to in writing by the parties hereto as being reasonable and obtainable.
16. Nothing in this Agreement, nor any of the acts of any party hereto shall be construed, implied or deemed to create a relationship of agency, partnership, joint venture, or employment as between the parties hereto, or any of them, and none of the parties have the authority to bind any other party to this Agreement to any obligation of any kind.
17. No party may assign this Agreement without the written consent of the other parties hereto.
18. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this Agreement.

19. In this Agreement, the singular shall mean the plural, and the masculine the feminine, and vice versa, as the context of this Agreement may require.
20. In the event that any dispute arises pursuant to the terms of this Agreement, or the interpretation thereof, the parties hereto agree that, in the event that such a dispute cannot be resolved by mutual negotiations, they will submit the dispute to a third party arbitrator for a determination of the dispute pursuant to the *Arbitration Act of Alberta*. The costs of the arbitrator will be shared equally between the parties to any such dispute.
21. The parties hereto acknowledge and agree that the parties may have entered into other agreements for the provision of fire services, including an emergency management aid agreement and that this Agreement is not dependant upon any other Agreements, but rather is independent thereof, and contains separate and distinct agreements which are intended to operate notwithstanding the provisions of any such other agreements. For greater certainty, but not so as to restrict the generality of the foregoing, if the parties hereto have entered into an emergency management aid agreement which is intended to be operational during a declared state of local emergency pursuant to the *Emergency Management Act*, as between the parties to such an agreement, this Agreement shall be of no force or effect during the time in which such an emergency management aid agreement is in effect.
22. The parties hereto will notify all of their fire department officers of this Agreement so that they may become familiar with this Agreement, and its terms.
23. The parties hereto further acknowledge and agree that they will comply with all laws, rules, regulations, and codes applicable to the provision of firefighting services within the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have set their seals and hand of their proper officials in that behalf on the day herein first above written.

Yellowhead County

Per: _____

Per: _____

Woodlands County

Per: _____

Per: _____

APPENDIX B

EMERGENCY MANAGEMENT EXTENDED MUTUAL AID AGREEMENT

THIS AGREEMENT made this 20 day of MAY A.D. 20 16

BETWEEN:

Yellowhead County
2716 – 1 Ave
Edson, Alberta, T7E 1Y8

OF THE FIRST PART

- AND -

Woodlands County
Box 60, #1 Woodlands Lane
Whitecourt, Alberta, T7S 1N3

OF THE SECOND PART

WHEREAS the parties to this Agreement are Municipal Corporations within the Province of Alberta, incorporated pursuant to the *Municipal Government Act RSA 2000, C-26*, as amended;

AND WHEREAS a disaster could affect a party to this Agreement to such a degree that their resources would be inadequate to cope with the situation;

AND WHEREAS the parties wish to make arrangements for immediate emergency action in support of the other party, should it be affected or threatened by disaster and require assistance;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, agreements and premises set out herein, the parties hereto hereby agree as follows:

- 1) In this Agreement, the following words and terms shall have the following meanings:
 - a) “Cost” shall mean and include salaries, wages and out of pocket expenses but shall not include rental rates for equipment or any indirect or overhead charges;
 - b) “Disaster” shall mean an event that results in serious harm to the safety, health or welfare of people or in widespread damage to property;
 - c) “Emergency” shall mean an event that requires prompt co-ordination of action or special regulations of persons or property to protect the safety, health or welfare of people or to limit damage to property;

- d) "Municipal Employee" shall mean employees of the parties to this agreement including recognized members of the volunteer fire departments of the parties.
 - e) "Requesting Party" shall mean a party to this Agreement which requests Assistance from the other party to this Agreement.
 - f) "Responding Party" shall mean a party to this Agreement which responds to the request for Assistance made by a Requesting Party.
- 2) Either party to this Agreement, if and when in need of help to combat an emergency, may request mutual aid from the other party, subject to the following conditions:
- a) Any calls for mutual aid shall be made by the appointed Director of Emergency Management of the Requesting Party and must be directed to the appointed Director of Emergency Management of the Responding Party.
 - b) Requests for mutual aid shall be restricted to services, equipment and Municipal Employees which are, at the time of the request for Mutual Aid, under the exclusive control of a Responding Party.
 - c) On receipt of a request for Mutual Aid – whether general or specific as to resources required, the extent of assistance given will be at the discretion of the Responding Party, having regard to its own local situation at the time.
 - d) Any cost incurred in connection with the mobilization, movement and deployment of Mutual Aid resources will be borne by the Requesting Party.
 - e) The Requesting Party shall implement its Municipal Emergency Plan and Program for the duration of the emergency operation and will assume direction and control over equipment and manpower contributed by the Responding Party. This clause does not apply if the Requesting Party requests fire fighting aid only.
- 3) This Agreement may be amended by the mutual consent of the parties hereto.
- 4) This Agreement shall come into force and effect upon the date of its signing, and shall remain in full force and effect until one of the parties hereto withdraws from this Agreement in accordance with the provisions of this Agreement.
- 5) This Agreement may be terminated by any party giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have set their seals and hand of their proper officials in that behalf on the day herein first above written.

Yellowhead County

Per: _____

Per: _____

Woodlands County

Per: _____

Per: _____