

BYLAW NO. 20/003

A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO ADOPT THE REGIONAL MUNICIPALITY OF WOOD BUFFALO / MACKENZIE COUNTY INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF) AGREEMENT

WHEREAS section 708.28(1) of the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended, (the Act”) mandates that municipalities that have common boundaries must create an Intermunicipal Collaborative Framework with each other that describes the services provided under the ICF that benefits the residents in more than one of the municipalities that are party to the framework, which municipality is responsible for providing the services and outlines how the services will be delivered and funded;

WHEREAS the Regional Municipality of Wood Buffalo and Mackenzie County share a common border;

AND WHEREAS the Regional Municipality of Wood Buffalo and Mackenzie County share common interest and are desirous of working together to provide services to their residents;

NOW THEREFORE the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby adopts the Regional Municipality of Wood Buffalo and Mackenzie County Intermunicipal Agreement, being the document attached hereto and forming Schedule A of this Bylaw.

This Bylaw comes into force and effect when passed.

READ a first time this _____ day of _____, 2020.

READ a second time this _____ day of _____, 2020.

READ a third and final time this _____ day of _____, 2020.

SIGNED and PASSED this _____ day of _____, 2020.

Mayor

Chief Legislative Officer

Intermunicipal Collaboration Framework

Between

Mackenzie County

and

The Regional Municipality of Wood Buffalo

WHEREAS Mackenzie County and the Regional Municipality of Wood Buffalo share a common border; and

WHEREAS Mackenzie County and the Regional Municipality of Wood Buffalo have reviewed their common interests and are desirous of working together when appropriate to provide services to their residents; and

WHEREAS the *Municipal Government Act* stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that describes the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.

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

A. DEFINITIONS

The following are the definition of terms used in this document:

1. "Chief Administrative Officer" means the person appointed by Council to the position of chief administrative officer or their delegate.
2. "County" means Mackenzie County.
3. "Initiating party" means the municipality who gives notice in the event of any dispute.
4. "Intermunicipal Collaboration Framework" or "ICF" means a document that 2 or more municipalities are required to develop under the *Municipal Government Act*, that facilitates cooperation and ensures that services are provided to residents efficiently.
5. "Intermunicipal Development Plan" or "IDP" means a statutory plan developed jointly by 2 or more neighboring 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*.
6. "Framework" means this ICF.
7. "Mediation" means a process involving a neutral party as the mediator who assists the municipalities and any other persons brought in by them to reach mutually acceptable settlement on the matter.
8. "Mediator" means a person or persons appointed to facilitate resolution of a dispute between the municipalities.
9. "RMWB" means the Regional Municipality of Wood Buffalo.
10. "Municipalities" means Mackenzie County and RMWB.

B. TERM AND REVIEW

1. In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final adoption of matching bylaws or resolutions by each municipality, which bylaws or resolutions contain the Framework.
2. This Framework may be amended by mutual consent of both municipalities unless specified otherwise in this Framework.
3. It is agreed by the municipalities that the Councils shall review this Framework at least once every five years, commencing no later than 2022.

C. INTERMUNICIPAL COOPERATION

1. Both the County and the RMWB are committed to fostering intermunicipal cooperation in a non-adversarial, informal and cost-effective manner.
2. The Councils of each municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

1. Both municipalities agree that in consideration of the shared services outlined in Section E, any costs in the future that require Intermunicipal agreements shall be dealt with on a case by case basis.

E. MUNICIPAL SERVICES

1. Both municipalities have reviewed the services that benefit the residents in more than one municipality.
2. Based on the review, the municipalities have not identified any shared services.

F. FUTURE PROJECTS & AGREEMENTS

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 municipality's Chief Administrative Officer will notify the other municipality's Chief Administrative Officer in writing.
2. The initial notification should include a general description of the project, estimated costs and timing of expenditure. The other municipality will advise if there are objections to cost-sharing for the project and the reasons.
3. Both municipalities recognize that the decision to participate or not to participate lies with the respective municipalities.

4. If the municipalities mutually agree to the new project or service, then a new replacement framework will be created and the Minister notified within 90 days.

G. INTERMUNICIPAL DEVELOPMENT PLAN

1. The County and the RMWB are exempt from creating an Intermunicipal Development Plan by the Minister of Municipal Affairs in accordance with
 - a. Ministerial Order MSL 047/18 dated July 19, 2018;
 - b. Resolution of RMWB Council dated December 11, 2018;
 - c. Resolution of Mackenzie County Council dated December 11, 2018; and
 - d. Ministerial letter dated February 12, 2019.

H. DISPUTE RESOLUTION

1. The municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
2. The municipalities 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. The municipalities will provide notice to each other of any news releases related to the dispute.
4. In the event of a dispute, the municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation, followed by;
 - b. mediation, followed by;
 - c. binding arbitration.
5. If any dispute arises between the municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the Dispute Resolution Process outlined herein.
6. If the Dispute Resolution Process is invoked, the municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.

Notice of Dispute

7. In the event a municipality believes there is a dispute under this Framework, that municipality shall give written notice ("Dispute Notice").

The Dispute Note must state:

- a. The municipality wishes to engage in the Dispute Resolution Process set out in this Framework; and
 - b. the relevant information concerning the dispute.
8. The Dispute Notice must be sent to the other municipality in accordance with Part I of this Framework.

Negotiation

9. No later than twenty-one (21) days after receipt of the Dispute Notice, the Chief Administrative Officers, of each municipality, must appoint representatives to participate in at least one meeting, in person or by electronic means, to attempt to negotiate a resolution of the dispute (the "Negotiation Period").
10. The Chief Administrative Officer may appoint different or additional representatives throughout the Dispute Resolution Process.
11. Each party will provide notice of the representatives selected in accordance with Part I of this Framework.
12. After each meeting between the representatives, the representatives will:
 - a. make a presentation to; and
 - b. seek direction from their respective Council.
13. Council's decision with respect to the issues in dispute will be communicated to the other municipality in accordance with the provisions in Part I of this Framework.
14. The Negotiation Period may be as long as three (3) months.
15. If the municipalities cannot resolve the dispute through negotiation or the Negotiation Period expires, the dispute will be referred to mediation.

Mediation

16. The process for resolving the dispute through mediation (the "Mediation Period") will be as follows:
 - a. Twenty-one (21) days after the end of the Negotiation Period, the municipality that sent the Dispute Notice will prepare and provide to the other municipality a Mediation Report.
 - b. This report must include:

- i. An outline of the dispute;
 - ii. The facts agreed upon by the municipalities;
 - iii. The facts and issues that remain in dispute; and
 - iv. A proposed mediator
 - c. If the other municipality objects to the mediator proposed in the Mediation Report, the municipalities will have an additional seven (7) days to select a mutually agreed upon mediator.
 - d. The initiating party will provide the mediator with following:
 - i. a copy of the Mediation Report; and
 - ii. all records, documents and information that the mediator may reasonably request.
 - e. The municipalities' representatives must meet with the mediator at such reasonable times as may be required.
 - f. The parties' representatives will, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
 - g. The Mediation Period will end no later than six (6) months after receipt of the Dispute Notice.
 - h. The proceedings involving the mediator are without prejudice.
 - i. The mediator's fees and expenses and the cost of the facilities required for mediation shall be shared equally between the municipalities.
 - j. After the mediation, each representative will:
 - i. make a presentation to; and
 - ii. seek direction from their respective Council.
 - k. Council's decision with respect to the issues in dispute will be communicated to the other party in accordance with the provisions in Part I of this Framework.
- 17. In the event that:
 - a. The municipalities do not agree on the appointment of a mediator within one (1) month of receipt of the Mediation Report; or

- b. The dispute has not been resolved within 6 months after receipt of the Dispute Notice; or
- c. Both municipalities consent.

The municipalities shall commence the process for binding arbitration.

Binding Arbitration

18. The process for resolving the dispute through binding arbitration (the "Arbitration Period") shall follow the requirements of the *Arbitration Act*.

I. CORRESPONDENCE

- 1. Notice under this Framework shall be provided in writing to the mailing addresses of each respective municipality and addressed for the attention of the Chief Administrative Officer.
- 2. Notices will be sent either by courier or postal service. Regardless of the method of delivery, any notice is deemed to be received seven (7) business days after it has been sent. A party will endeavour to send courtesy copies of correspondence by electronic means to the attention of the Chief Administrative Officer, but such delivery method will not affect the calculation of days set out above.