

BYLAW NO 1176-20
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

FOR THE PURPOSE OF ADOPTING MACKENZIE COUNTY AND THE TOWN OF RAINBOW LAKE INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF), PURSUANT TO THE MUNICIPAL GOVERNMENT ACT, BEING CHAPTER M-26 OF THE REVISED STATUTES OF ALBERTA 2000, AND AMENDMENTS THERETO

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 Mackenzie County and the Town of Rainbow Lake share a common border;

AND WHEREAS Mackenzie County and the Town of Rainbow Lake share common interest and are desirous of working together to provide services to their residents;

NOW THEREFORE the Council of Mackenzie County, duly assembled, hereby adopts the Mackenzie County and the Town of Rainbow Lake Intermunicipal Agreement, being the document attached hereto and forming Schedule A of this Bylaw.

This bylaw comes into force and effect upon third reading by Council.

READ a first time this 25th day of March, 2020.

READ a second time this 25th day of March, 2020.

READ a third time and finally passed this 25th day of March, 2020.

(original signed)

Joshua Knelsen
Reeve

(original signed)

Lenard Racher
Chief Administrative Officer

Intermunicipal Collaboration Framework
Between
Mackenzie County
and
the Town of Rainbow Lake

March 2020

WHEREAS, Mackenzie County and the Town of Rainbow Lake share a common border; and

WHEREAS, Mackenzie County and the Town of Rainbow Lake 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 identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities 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. "Town" means the Town of Rainbow Lake.
10. "Municipalities" means Mackenzie County and the Town of Rainbow Lake.

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) It is agreed by the Municipalities that the Councils shall review this Framework at least once every five years, commencing no later than 2025, the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) Both the County and the Town 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 offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently (either in-house or by a third-party):
 - a. Agricultural Services
 - b. Animal Control
 - c. Assessment Services
 - d. Emergency Services
 - e. Geographical Information Systems (GIS)
 - f. Information Technology
 - g. Library Services
 - h. Maintenance & Transportation
 - i. Municipal Administration
 - j. Pest Control

- k. Planning & Development Services
 - l. Police Services
 - m. Purchasing/Procurement Services
 - n. Recreation
 - o. Solid Waste Services
 - p. Water and Wastewater
 - q. Enforcement Services
 - r. Airport
 - s. Natural Gas
 - t. Cable and Internet
 - u. Economic Development
 - v. Tourism
- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
- a. Affordable Housing/Seniors Lodging
 - o The Municipalities jointly, along with the Town of High Level, La Crete Municipal Nursing Association, Dene Tha' First Nation, Beaver First Nation, Tall Cree First Nation, and the Little Red River Cree Nation are members of a management body known as the **Boreal Housing Foundation** as per Province of Alberta Ministerial Order H:042/16. The management body is governed by a board comprised of representation from all members. The Foundation may requisition Mackenzie County, the Town of High Level and the Town of Rainbow Lake.
 - b. Appeal Boards
 - o The Municipalities entered into a **Memorandum of Understanding** effective December 4, 2019 involving Mackenzie County, the Town of High Level, and the Town of Rainbow Lake. The Agreement ensures that all Participants will maintain an inventory of qualified and appointed appeal board members and clerks that may be utilized and appointed by any Participant. There is no managing partner. Each Participant is responsible for the costs of training for their appointed members. Costs incurred from the formation of a panel is the responsibility of the initiating municipality.
 - c. Community Services
 - o The Municipalities entered into a **Revenue Sharing Agreement** effective September 29, 2010 along with Amending Agreements dated August 1, 2014 and December 10, 2019. The Agreement was made in recognition of the fact

that the Town has provided and will continue to provide certain municipal services to temporary or permanent residents of the County and the County has agreed to share certain revenues with the Town. There is no managing partner.

d. Emergency Services

- o The Municipalities have the following agreements in place to aid in the event of emergencies:

- i. The **Mackenzie Region Mutual Aid Agreement** dated March 2020 involving Mackenzie County, the Town of High Level, and the Town of Rainbow Lake. As a mutual aid agreement, there is no managing partner. The Calling Municipality agrees to pay the Responding Municipality for aid in accordance with the terms of the Northwest Alberta Emergency Resource Agreement.

- ii. The **Mackenzie Region Hazardous Materials Agreement** between Mackenzie County, the Town of High Level and the Town of Rainbow Lake effective January 1, 2014. Cost sharing is proportionally split by all partners for the replacement of the Regional Hazardous Materials Unit and contributions are made annually for mutually agreed upon specialized equipment. As a mutual aid agreement, there is no managing partner. The Calling Municipality agrees to pay the Responding Municipality for aid in accordance with the terms of the Agreement.

- iii. The **Northwest Alberta Emergency Resource Agreement** between the Town of High Level, Town of Rainbow Lake, Mackenzie County and various other Municipalities throughout Northwest Alberta. The Agreement provides the ability for signatories to access needed resources to mitigate or support emergency response initiatives from sources outside predetermined mutual aid agreement. The managing partner is the Town of High Level. The Responding Party providing assistance pursuant to the Agreement shall be entitled to bill or charge the Requesting Party for equipment or services, or for the assistance being provided.

e. Governance

- o The Municipalities made a commitment for meaningful collaboration and some form of collective decision-making through the Tri-Council and CAO Secretariat Governance

Protocol dated June 7, 2013. Mackenzie County, the Town of High Level, and the Town of Rainbow Lake form the Tri-Council. The intention is to strike a balance between economic prosperity and social and environmental responsibility, to get optimum value from the resources entrusted to the Region and ultimately, to achieve a quality of life for the region that will benefit all of its citizens. The Tri-Council and the CAO Secretariat derive their authority from their respective Councils. The Tri-Council meets once every calendar quarter. Costs associated with the Tri-Council meetings are the responsibility of the hosting municipality on a rotational basis.

f. Solid Waste Services

- o The Municipalities jointly, along with the Town of High Level, agreed to establish and become members of a regional landfill commission known as the **Mackenzie Regional Waste Management Commission** as per Province of Alberta Order in Council 380/2003 and Alberta Regulation No. 264/2003. The costs associated with operating the Commission are charged to each of the members based on usage.

g. Enforcement Services

- o The Municipalities entered into an Inter-municipal services agreement dated March 30th, 2009 allowing the Rainbow Lake Peace Officer to provide enforcement services on resource roads in the County within a designated area. The Town Peace Officer program is currently non-operational but may be reinstated at some point in the future. There is no responsibility on the County for any funding or cost sharing of the enforcement service.

h. Economic Development

- o The Municipalities jointly, along with the Town of High Level, Paddle Prairie Metis Settlement, Northern Lakes College, Community Futures of Northwest Alberta and the regional Chambers of Commerce formed the Regional Economic Development Initiative for Northwest Alberta (REDI), a Regional Economic Development Alliance (REDA) providing economic development research, advocacy and services to the larger Mackenzie Region.

i. Tourism

- o The Municipalities jointly, along with the Town of High Level formed a Destination Marketing Organization the Mackenzie Frontier Tourist Association (MFTA). The MFTA develops

advertisements and packages to promote regional attractions, accommodation options and tourist activities in the larger Mackenzie Region.

- 3) 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.
- 4) 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.

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 will include a general description of the project, estimated costs and timing of expenditures. The other Municipality will advise if there are any objections to cost-sharing for the project and the reasons.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan or any other regional long term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) The Councils of each Municipality will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. Upon receiving written notice of a new project, the receiving Municipality shall provide a response to the initiating Municipality within sixty (60) calendar days. In the event they are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section H of this document.

- 5) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. INTERMUNICIPAL DEVELOPMENT PLAN

- 1) The County and the Town have applied for an exemption from creating an Intermunicipal Development Plan by the Minister of Municipal Affairs in accordance with:
 - a) Ministerial Order 047/18 dated July 19, 2018;
 - b) Resolution of the County dated March 10, 2020;
 - c) Resolution of the Town dated March 16, 2020;
 - d) Ministerial letter dated _____.

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 release 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 binding 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.
- 7) Despite H(5), where an existing intermunicipal agreement has a binding dispute resolution process included in the agreement, the existing

intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.

- 8) A party shall give written notice (“Dispute Notice”) to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 9) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 10) Either party shall be entitled to provide the other party with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 11) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 12) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.
- 13) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) from the date of receipt of the Mediation Notice; either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 14) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other party with written notice (“Arbitration Notice”) specifying:

- a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 15) Within thirty (30) days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating party or provide the name of one arbitrator nominated by that other party.
 - 16) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
 - 17) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
 - 18) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party's response thereto.
 - 19) The *Arbitration Act* (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.
 - 20) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
 - 21) The arbitrator's decision is final and binding upon the Municipalities subject only to a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
 - 22) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
 - 23) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
 - 24) If the arbitrator establishes that hearings are open to the public in Section 22, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions they must be considered in the decision.

- 25) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Municipalities.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

I. CORRESPONDENCE

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

- a. In the case of Mackenzie County to:

Mackenzie County
c/o Chief Administrative Officer
4511-46 Avenue, Box 640,
Fort Vermilion, AB T0H 1N0

- b. In the case of the Town of Rainbow Lake to:

Town of Rainbow Lake
c/o Chief Administrative Officer
Box 149,
Rainbow Lake, AB T0H 2Y0

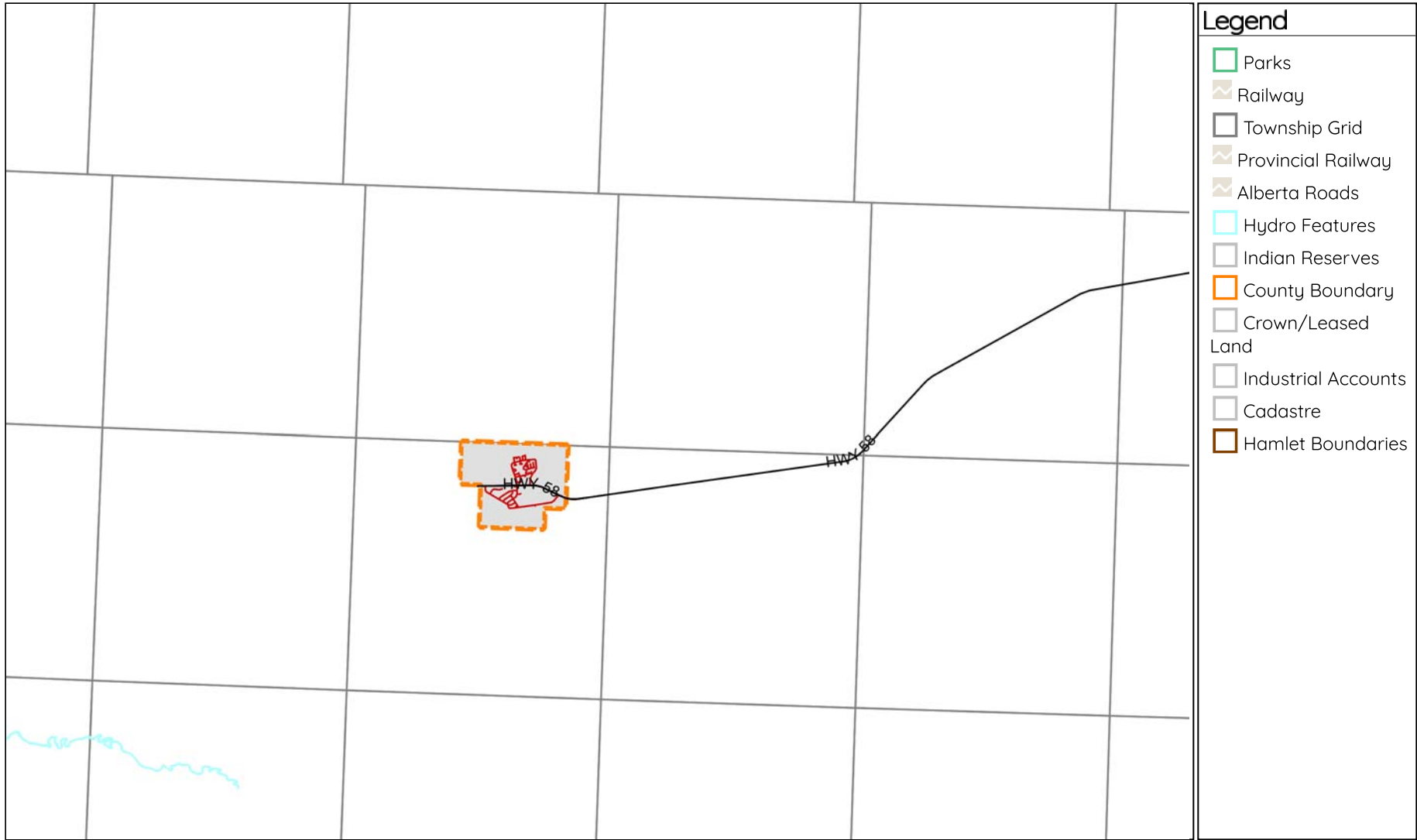
- 2) In addition to I(1), notices may be sent by electronic mail to the Chief Administrative Officer.

- a. In the case of Mackenzie County to:

cao@mackenziecounty.com

- b. In the case of the Town of Rainbow Lake to:

dfletcher@rainbowlake.ca



Legend

-  Parks
-  Railway
-  Township Grid
-  Provincial Railway
-  Alberta Roads
-  Hydro Features
-  Indian Reserves
-  County Boundary
-  Crown/Leased Land
-  Industrial Accounts
-  Cadastre
-  Hamlet Boundaries



Mackenzie County



Scale 1: 212,755



5 Mi
5 Km

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