

BYLAW NO. 448

BEING A BYLAW FOR THE PURPOSE OF ADOPTING THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN THE VILLAGE OF NAMPA AND NORTHERN SUNRISE COUNTY

WHEREAS, Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries 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;

WHEREAS, the Village of Nampa and Northern Sunrise County share a common border;

AND WHEREAS, Village of Nampa and Northern Sunrise County share common interests and are desirous of working together to provide services to their ratepayers;

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

DEFINITIONS

1. In this Agreement
 - a. "Services" mean those services that both municipalities provide to their residents,
 - i. Transportation (construction and maintenance of roads)
 - ii. Water
 - iii. Wastewater
 - iv. Solid Waste
 - v. Emergency Services
 - vi. Recreation
 - b. "CAO" means Chief Administrative Officer
 - c. "Capital Costs" means new facilities, expansions to existing facilities and intensification of use of existing facilities; and,
 - d. "County" means Northern Sunrise County
 - e. "Intermunicipal Committee" refers to the Committee that has been struck by Northern Sunrise County and the Village of Nampa for the purpose of intermunicipal collaboration discussions.
 - f. "Village" means Village of Nampa
 - g. "Year" means the calendar year beginning on January 1st and ending on December 31st.

TERM AND REVIEW

1. In accordance with the *Municipal Government Act*, this is a permanent Agreement that shall come into force on the passing of the bylaws by both municipalities.
2. This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.

3. It is agreed by the County and the Village that the Intermunicipal Committee shall meet at least once every four years commencing no later than 2022 to review the terms and conditions of the agreement.

INTERMUNICIPAL COOPERATION

1. The County and the Village agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
2. The Committee will meet on an as required basis and will develop recommendations to the respective Councils on all matters of strategic direction and cooperation affecting residents, except matters where other current operating structures and mechanisms are operating successfully. The topics to be discussed will include:
 - a. Long-term strategic growth plans for the County and the Village as may be reflected in the Intermunicipal Development Plan, the Municipal Development Plans, Area Structure Plans and other strategic studies.
 - b. Prompt circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality; and
 - c. The discussion of Intermunicipal or multi-jurisdictional issues in lieu of a regional planning system.
3. The Committee shall consist of four members, being the Reeve/Deputy Reeve and the Mayor/Deputy Mayor from each municipality.
4. The CAOs will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.

MUNICIPAL SERVICES

1. The County and the Village have agreed that the best and most efficient way to provide services to residents is to continue to provide the services through the various arrangements that each municipality currently has with their respective neighbors.
2. The County and the Village have agreed that each municipality will continue to provide the following services for their residents:
 - a. The County
 - i. Transportation
 - ii. Water and Wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - v. Recreation
 - b. The Village
 - i. Transportation
 - ii. Water and Wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - v. Recreation

3. The County and the Village have a history of working together to provide municipal services to the residents, with the following services being provided on an intermunicipal basis, whether directly, or indirectly, to their ratepayers:
 - a. Transportation
 - i. Transportation services are provided independently by both municipalities.
 - b. Water
 - i. Water is provided by NEW water Ltd. to both the County and the Village. Both municipalities have Council representation on the Board of NEW water Ltd.
 - c. Wastewater
 - i. Wastewater services are provided independently by both municipalities.
 - d. Solid Waste
 - i. The Village contracts the County for solid waste removal for the Village. As well, both municipalities have Council representation on the board of the Peace Regional Waste Management Company.
 - e. Emergency Services
 - i. The Village contracts the County for Emergency services.
 - f. Recreation
 - i. Through the Intermunicipal Cooperation Agreement between the Village and the County, annual funding is provided to the Nampa and District Agricultural Society for the operations of the facility for recreation services in the Village.
 - g. Family and Community Support Services (FCSS)
 - i. The Village contracts the County for FCSS services.
 - h. Library
 - i. The County and the Village, along with other municipalities are members of regional library systems to provide library services. The County and the Village are both part of Peace Library System. Both municipalities have additional funding agreements to provide operational funds.
 - i. Assessment Services
 - i. The Village contracts the County for assessment services.
4. Additional Municipal Services
 - a. Administration services are provided independently by both municipalities.
 - b. Economic Development and Tourism
 - i. A Village Council representative sits on the board of the County's Economic Development and Tourism Committee.
 - c. Facilities (Nampa Regional Civic Centre)
 - i. The County and the Village have entered into an Agreement for the loan to the Village for their 1/3 portion of the Nampa Regional Civic Centre which houses the Village Office.
 - d. Joint-Use Agreements have been entered into by the County and the Village and include the Intermunicipal Cooperation Agreement between the Village of Nampa and Northern Sunrise County; Agreement for the Repayment Terms of the NEW water Ltd. Project Federation of Canadian Municipalities Loan and the Nampa Regional Civic Centre Loan.
 - e. Land Use Planning Services are provided independently to each municipality.
 - f. Weed Control is provided independently by each municipality.
 - g. Museum
 - i. The Village and the County entered into a two-year agreement to each provide operational funding for the Nampa and District Museum housed in the Nampa

Regional Civic Centre. The Village oversees this funding allocation in conjunction with Museum staff.

h. Intermunicipal Development Plan

- i. The municipalities entered into an Intermunicipal Development Plan (IDP) in 2017, in accordance with the *Municipal Government Act*. The IDP will be reviewed in conjunction with the Intermunicipal Collaborative Framework.

FUTURE PROJECTS AND 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 CAO will notify the other municipality's CAO.
2. Once either municipality has received written notice of a new project, an Intermunicipal Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both CAOs 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 the Dispute Resolution section of this document.

INDEMNITY

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

DISPUTE RESOLUTION

1. The Intermunicipal Committee will meet and attempt to resolve the dispute.
2. In the event the Committee is unable to resolve an issue, the County and the Village will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the municipalities.
3. In the event a dispute can not be resolved through Steps 1 and 2, 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. The Arbitration Act of Alberta in force from time to time shall apply to arbitration proceedings commenced pursuant to this Agreement. The costs of arbitration shall be shared equally between the parties.
4. Written notice under this Agreement shall be addressed as follows:
 - a. In the case of the County to:

Northern Sunrise County
c/o Chief Administrative Officer
PO Box 1300
Peace River AB T8S 1Y9

b. In the case of the Village to:

Village of Nampa
c/o Chief Administrative Officer
Box 69
Nampa AB T0H 2R0

SEVERABILITY PROVISION

Should any provision of this bylaw be invalid then such invalid provision shall be severed and the remaining Bylaw shall be maintained.

EFFECTIVE DATE

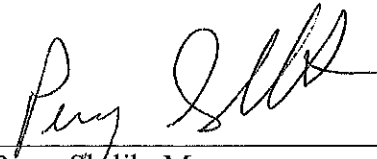
This bylaw shall come into force and effect when it receives third reading and is duly signed.

Read a first time this 16th day of October, 2018.

Read a second time this 16th day of October, 2018.

Read a third time this 16th day of October, 2018.

Signed and made effective this 16th day of October, 2018.



Perry Skrlík, Mayor



Dianne Roshuk, Chief Administrative Officer