



TOWN OF HINTON BYLAW NO. 1143

INTERMUNICIPAL COLLABORATION FRAMEWORK BYLAW BETWEEN THE TOWN OF HINTON AND YELLOWHEAD COUNTY

WHEREAS

The Town of Hinton and Yellowhead County have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between both municipalities,

AND WHEREAS

The Council of the Town of Hinton deems it desirable and appropriate to adopt the Town of Hinton and Yellowhead County Intermunicipal Collaboration Framework.

NOW THEREFORE the Council of the Town of Hinton hereby enacts as follows:

1. The "Intermunicipal Collaboration Framework Between the Town of Hinton and Yellowhead County", attached and forming part of Bylaw No. 1143, is hereby adopted.
2. That Bylaw No. 1143 shall come into force and effect upon third reading by Council and shall remain in force until repealed or amended.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 7th DAY OF JANUARY, 2020.

READ A SECOND TIME THIS 7th DAY OF JANUARY, 2020.

READ A THIRD TIME THIS 7th DAY OF JANUARY, 2020.



MAYOR



LEGISLATIVE CLERK

Intermunicipal Collaboration
Framework

Between

Yellowhead County

and the

Town of Hinton

WHEREAS, Yellowhead County and the Town of Hinton share a common border; and

WHEREAS, Yellowhead County and the Town of Hinton 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:

A. DEFINITIONS

- 1) In this Agreement
 - a) "Services" means those services that both parties provide to their respective residents/communities and which includes:
 - i) Transportation
 - ii) Water and Wastewater
 - iii) Solid Waste
 - iv) Emergency Services
 - v) Recreation
 - b) "Capital Costs" means new facilities, expansions to existing facilities and intensification of use of existing facilities';
 - c) "Parties" means Yellowhead County and the Town of Hinton;
 - d) "Year" means the calendar year beginning on January 1st and ending on December 31st.

B. 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 Parties.
- 2) This Agreement may be amended by mutual consent of both Parties unless specified otherwise in this Agreement.
- 3) It is agreed that Yellowhead County and the Town of Hinton shall meet at least once every five years commencing no later than 2024 to review the terms and conditions of the Agreement.

C. INTERMUNICIPAL COOPERATION

- 1) Yellowhead County and the Town of Hinton 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 Municipal Councils on all matters of strategic direction and cooperation

affecting County and Town 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 Yellowhead County and the Town of Hinton as may be reflected in the Intermunicipal Development Plan, Municipal Development Plans, Area Structure Plans and other strategic studies.
 - b) Intermunicipal and regional transportation issues including transportation and utility corridors and truck routes.
 - c) Prompt circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality; and
 - d) The discussion of intermunicipal or multi-jurisdictional issues in lieu of a regional planning system.
- 3) The Committee shall consist of six members, being the Mayors and two Councillors from each Municipality.
 - 4) The Chief Administrative Officers 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.

D. INTERMUNICIPAL DEVELOPMENT PLAN

- 1) The Parties have adopted an Intermunicipal Development Plan (IDP), by Bylaw, in accordance with the *Municipal Government Act*. The IDP Bylaw No. for the Town of Hinton is 1133 and for Yellowhead County is 9.19
- 2) The IDP Bylaw will be reviewed a minimum of every five years, at the request of one or both Parties, in conjunction with the review of the Intermunicipal Collaborative Framework.

E. MUNICIPAL SERVICES

- 3) Yellowhead County and the Town of Hinton 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 neighbours.
- 4) Yellowhead County and the Town of Hinton have agreed that each Municipality will provide the following services for their residents independently:
 - Yellowhead County
 - o Agricultural Services
 - o Animal Control
 - o Bylaw Enforcement
 - o Campgrounds
 - o Communications

- o Community Peace Officers
 - o Cultural Services
 - o Emergency Services
 - o Information Technology
 - o Municipal Administration
 - o Planning and Development Services
 - o Policing Services
 - o Purchasing/Procurement Services
 - o Recreation
 - o Rural Road Maintenance
 - o Transportation
 - o Water and Wastewater
 - o Solid Waste
- Town of Hinton
 - o Community Peace Officers
 - o Community water, wastewater, storm water services
 - o Cultural Services
 - o Economic Development
 - o Family and Community Support Services
 - o Fire/Protective Services
 - o Information Technology/Geographical Information System
 - o Municipal Administration
 - o Planning and Development Services
 - o Policing Services – RCMP
 - o Purchasing/Procurement
 - o Recreation/Parks/Recreational Facilities
 - o Solid Waste
 - o Transit
 - o Transportation and Road Maintenance

5) Yellowhead County and the Town of Hinton have a history of working collaboratively together with agreements in place to provide services to their residents. Where agreements have lapsed, the Committee may desire to review and renew agreements:

- Airport
 - o The Parties have an agreement in place for the operation and funding of the Municipal Airport located within County boundaries.
 - o Yellowhead County is the lead municipality.
 - o The funding for the Airport is provided by shared municipal contributions as specified by the agreement.
- Call/Dispatch Centre
 - o The Parties, with additional partners, have an agreement in place for the operation and funding of the Call/Dispatch Centre.
 - o Yellowhead County is the lead municipality.
 - o The funding for the Call/Dispatch Centre is provided by shared municipal contributions as specified by the agreement.

- Communication Tower Use & Radio & Pager System
 - o The Parties have an agreement in place where Yellowhead County licenses and provides access to the Communications Towers to the Town of Hinton for the Radio & Pager System.
 - o Yellowhead County is the lead municipality.
 - o The funding for the licensing and access is specified within the agreement.

- Emergency Mutual Aid
 - o The Parties, with additional partners, have an agreement in place to aid in the event of emergencies. As a mutual aid agreement there is no managing partner. Cost sharing is done on a location basis with the municipality responsible for the emergency paying the costs.

- FCSS
 - o The Town of Hinton is a partner in an agreement with the Province for the provision of Hinton Family and Community Support Services (FCSS) one of several hundred programs operated within the Province and which operates within Alberta Children's Services via the Provincial FCSS Act and Regulations. Hinton FCSS is a shared service for the residents of the Town and the surrounding region of the County.
 - o The Town of Hinton is the lead municipality.
 - o The Town of Hinton and Yellowhead County have an agreement in place which outlines the funding amounts provided by the County for the Hinton FCSS program, as well as, the region within the County that the program services.
 - o Yellowhead County operates their own FCSS programs in partnership with the Province, for the other regions of the County.

- Fire Services
 - o The Town and County have entered into a new agreement where Hinton will provide first response to an area of the County identified in the agreement. This is a fixed fee for service agreement.

- Recreation (Dr. Duncan Murray Recreation Centre, Hinton Centre, Mary Reimer Park and the Guild)
 - o The Parties have an existing agreement in place for the operation and funding of the Recreational Facilities.
 - o The Town of Hinton is the lead Municipality.
 - o The funding for the Recreational Facilities is provided by shared municipal contributions as specified by the agreement.

- Revenue Sharing
 - o The Town and County have a Revenue Sharing Agreement (RSA) where the County provides funds to the Town, which are calculated based on a formula outlined in the RSA. This agreement is based on the County's recognition and commitment to the sustainability of the

communities contained within its' boundaries and to a high quality of life within the County; and the Town's understanding that the RSA was put forward by the County as a voluntary and good will initiative.

- Waste Management
 - o The Parties have an existing agreement in place for the operation and funding of Waste Management via an Authority.
 - o The funding for the Waste Management facility is provided by shared municipal contributions as specified by the agreement.
 - o Yellowhead County operates their own Waste Management and Recycling Services for the other regions of the County.
- 6) Yellowhead County and the Town of Hinton utilize partnerships or third-party service providers to provide municipal services to its residents, with the following services being provided directly or indirectly to their ratepayers:
- Assessment Services:
 - Audit Services:
 - Legal Services:
 - Library Services:
 - o Yellowhead County and the Town of Hinton, jointly with several other municipalities are members of a regional library system to provide Library services. Yellowhead County and the Town of Hinton are both part of the Yellowhead Regional Library System.
 - Social and Seniors Housing:
 - o Yellowhead County and the Town of Hinton, jointly with several other municipalities are members of the Evergreens Foundation which independently provides for both Social Housing needs and Seniors Lodges and apartments.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Yellowhead County or the Town of Hinton initiates the development of a new Capital Cost that may require a new cost-sharing agreement, the initiating Municipalities Chief Administrative Officer will notify the other Municipalities Chief Administrative Officer.
- 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 Chief Administrative Officers agree otherwise.
- 3) The Intermunicipal Committee will be the forum used to address and develop future 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 H of this document.
- 4) Future projects or initiatives to be explored by the Committee are included in **Appendix "A"** of this Agreement. This list may be updated from time to time as agreed to by the Intermunicipal Committee.

G. INDEMNITY

- 1) Yellowhead County shall indemnify and hold harmless the Town of Hinton, 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) The Town of Hinton 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 the Town of Hinton, its employees or agents in the performance of this Agreement.

H. DISPUTE RESOLUTION

- 1) Yellowhead County and the Town of Hinton commit to resolving any disputes in a non-adversarial, informal and cost-effective manner.
- 2) Both parties 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 Parties. Where a dispute cannot be resolved to the satisfaction of both Parties after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
- 4) In the event the Intermunicipal Committee is unable to resolve an issue within thirty (30) calendar days, the Parties will seek the assistance of a mediator acceptable to both Parties. The costs of mediation shall be shared equally between the Parties.
- 5) In the event of a dispute that cannot be resolved through the 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. 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.
- 6) For all development, subdivision or planning matters, Intermunicipal disputes shall follow agreed to processes outlined in the Yellowhead County/Town of Hinton Intermunicipal Development Plan and the Municipal Government Act. In situations where the Intermunicipal Development Plan is in conflict with the Municipal

Government Act as it pertains to Intermunicipal disputes, provisions in the Municipal Government Act shall prevail.

I. CORRESPONDENCE

I) 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
2716-1 Ave
Edson, AB T7E1N9**

b. In the case of Town of Hinton to:

**Town of Hinton
c/o Chief Administrative Officer
2nd floor, 131 Civic Centre Road
Hinton, AB. T7V 2E5**

APPENDIX "A"

- Subdivision and Development Appeal Board
- Geographic Information System
- Tourism and Marketing