



Enclosure 1



TOWN OF BRUDERHEIM AND STRATHCONA COUNTY INTERMUNICIPAL COLLABORATION FRAMEWORK

Passed by Town of Bruderheim _____

Passed by Strathcona County _____

Intermunicipal Collaboration Framework

between

Strathcona County

And

Town of Bruderheim

Definitions

1. In this Framework;
   (a) "CAO" means the Chief Administrative Officer of a Member Municipality;
   (b) "Framework" means this Intermunicipal Collaboration Framework between the Member Municipalities;
   (c) "Member Municipality" means the municipalities that have adopted this Framework, and includes:
      (i) Strathcona County; and
      (ii) Town of Bruderheim
   (d) "MGA" means the *Municipal Government Act*, RSA 2000, c M-26;
   (e) "Municipal Office" has the same meaning as section 204 of the MGA;
   (f) "Strathcona County" means the municipal corporation of Strathcona County; and
   (g) "Town of Bruderheim" means the municipal corporation of the Town of Bruderheim.

Schedules

2. The following schedule is included as part of this Framework:
   (a) Schedule 1 – Delivery and Funding of Intermunicipal Services
   (b) Schedule 2 – Dispute Resolution Process

Re-adopting the Framework

3. Any amendments to this Framework must be passed by adopting matching resolutions that:
   (a) amend the Framework; or
   (b) contain an amended Framework.

4. This Framework may be re-adopted without changes by all Member Municipalities passing matching Council resolutions that re-adopt this Framework.

5. If a Member Municipality proposes to amend or terminate the provision of any service that is provided on an intermunicipal basis in this Framework, that proposal must be adopted by the Councils of both Member Municipalities.

Term and Review of the Framework

6. This Framework must be reviewed in good faith at least once every four (4) years.

7. In addition to any other reviews or discussions, a scheduled review must commence no later than the date that is six (6) months following each general municipal election, and the scheduled review must be complete prior to the date that is eighteen (18) months following the general municipal election.

8. Each Member Municipality shall appoint a representative or team of representatives to review the Framework, negotiate changes to the Framework, and provide recommendations to the municipality on all matters of strategic planning, delivery, and funding of intermunicipal services affecting the Member Municipalities.

9. The representative or team of representatives of each Member Municipality will jointly be responsible for the negotiations on all matters. The representatives or team of representatives will be responsible for presenting all recommendations to their respective Councils, and for receiving instructions from their respective Councils, as required.

Review Meetings

10. A Member Municipality may request a meeting to discuss the terms of, interpretation of, and potential amendments to this Framework by providing no less than thirty (30) calendar days' notice to each other Member Municipality's CAO at the receiving municipality's Municipal Office, unless the required notice is waived by both Member Municipalities. The notice must include a proposed agenda, and topics for discussion.

11. Following receipt of a request for a meeting, each Member Municipality will acknowledge and respond to the request within fourteen (14) calendar days.

Service Delivery

12. Schedule 1 includes a listing of all services provided by one Member Municipality or third party, and which benefit the residents in more than one Member Municipality.

13. Schedule 1 also includes the delivery model, the funding, and the Member Municipality or third party that will lead in provision of each service listed in Schedule 1.

Dispute Resolution Process

14. To satisfy Section 708.45(1) of the MGA, the Member Municipalities agree to use the dispute resolution process outlined in Schedule 2.

15. The dispute resolution process will be used for disputes with respect to:
    (a) the interpretation, implementation, or application of the Framework; and
    (b) any contravention, or alleged contravention, of the Framework.

Schedule 1
Delivery and Funding of Intermunicipal Services

Service	Service Provider - Intermunicipal/Third Party	Funding Model
Fire Dispatch and E9-1-1 Call Answer	Strathcona - Lead	Invoicing
Enforcement Services	Strathcona - Lead	Invoicing
Police	RCMP	Invoicing
Everbridge Alert System	NRCAER	Invoicing
Water	John Batiuk Water Commission	Invoicing
Bulk Water Sales	Town of Bruderheim - Lead	Invoicing
Solid Waste Collection	Mutually Led	Invoicing
Management Service Agreement	Strathcona - Lead	Invoicing
Geographical Information Systems	Strathcona - Lead	Invoicing
Assessment Review Board	Strathcona - Lead	Invoicing
Weed Inspection	Strathcona - Lead	Invoicing
Pest Control	Strathcona - Lead	Invoicing
Animal Control	Strathcona - Lead	Invoicing

Schedule 2
Dispute Resolution Process

Definitions

1. In this Schedule:
   (a) "initiating party" means a Member Municipality who gives notice under section 2 of this Schedule;
   (b) "mediation" means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
   (c) "mediator" means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

Notice of dispute

2. When a Member Municipality believes there is a dispute under this Framework and wishes to engage in dispute resolution, the Member Municipality must give written notice of the matters under dispute to the other Member Municipality.

Negotiation

3. Within 14 days after the notice is given under section 2 of this Schedule, each Member Municipality must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

Mediation

4. (1) If the dispute cannot be resolved through negotiations, each Member Municipality that is a party to the dispute must appoint a mediator to attempt to resolve the dispute by mediation.

   (2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.

   (3) The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.

   (4) The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.

   (5) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

Report

5. (1) If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.

   (2) Without limiting the generality of subsection (1), the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.

   (3) Despite subsection (1), the initiating party may prepare a report under subsection (1) before the 6 months have elapsed if
   (a) the parties agree; or
   (b) the parties are not able to appoint a mediator under section 4 of this Schedule.

Arbitration

6. (1) Within 14 days of a report being provided under section 5 of this Schedule, the Member Municipality that are parties to the dispute must appoint an arbitrator, and the initiating party must provide the arbitrator with a copy of the report.

   (2) Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 3 of Part 17.2 of the MGA.

   (3) Where an arbitrator's power, duties, functions, practices, and procedures are not clear or defined in the Framework or in the MGA, or where the parties are unable to appoint an arbitrator, the arbitrator's powers, duties, functions, practices, and procedures will be those set out in the *Arbitration Act*, RSA 2000, c A-43.