

TOWN OF VULCAN**BYLAW NO. 1497-21**

A BYLAW OF THE TOWN OF VULCAN, IN THE PROVINCE OF ALBERTA, TO ADOPT THE
VULCAN COUNTY AND TOWN OF VULCAN INTERMUNICIPAL COLLABORATION
FRAMEWORK AGREEMENT

WHEREAS, Section 631 of the Municipal Government Act, R.S.A. 2000 Chapter M-26 requires that two municipalities which share a common boundary adopt an Intermunicipal Development Plan

AND WHEREAS, Part 17.2 of the Municipal Government Act, R.S.A. 2000 Chapter M-26 requires that two municipalities that share a boundary create an Intermunicipal Collaboration Framework that identifies services provided by each municipality and the funding arrangements for these services;

AND WHEREAS, the Town of Vulcan and Vulcan County share a common boundary;

AND WHEREAS, the Town of Vulcan and Vulcan County have, in good faith, negotiated certain terms pertaining to shared municipal services and are adopting an Intermunicipal Development Plan;

AND WHEREAS, the Town of Vulcan and Vulcan County have, in good faith, negotiated the terms of an Intermunicipal Collaboration Framework Agreement which includes the Intermunicipal Development Plan and provisions pertaining to shared municipal services, all in accordance with Part 17.2 of the Municipal Government Act, R.S.A. 2000 Chapter M-26;

NOW THEREFORE the Council of the Town of Vulcan in the Province of Alberta, duly assembled, enacts as follows:

1. Short Title

This Bylaw may be referred to as the “Vulcan County and Town of Vulcan Intermunicipal Collaboration Framework Agreement Bylaw”.

2. Adoption of the Intermunicipal Collaboration Framework Agreement

Vulcan County and Town of Vulcan Intermunicipal Collaboration Framework Agreement attached to this Bylaw as Schedule “A” is hereby adopted and shall come into full force and effect upon third reading of this Bylaw.

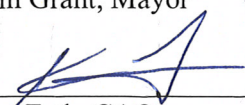
READ a first time this 22nd day of March, A.D., 2021.

READ a second time this 22nd day of March, A.D., 2021.

READ a third time, by unanimous consent of the Councillors present, and finally passed this 22nd day of March, AD., 2021



Tom Grant, Mayor



Kim Fath, CAO

Schedule "A"
Bylaw #1497-21 and Bylaw #2021-010



Moving Forward

Building Opportunities for Our Future

Vulcan County and the Town of Vulcan
INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT

FOREWORD

Vulcan County and the Town of Vulcan share a common history. Both have distinct and similar municipal characteristics, as the Town of Vulcan has historically served as a cultural centre and service provider to the County's role as the economic driver of the region.

A significant majority of the public understands that becoming more unified provides an opportunity to provide more efficient and equitable services to citizens in the region. However, while some services may be provided individually by each municipality, working together provides greater economies of scale, sustainability and quality of services and efficiency in service delivery. Synchronizing the advantageous features of both municipalities wherever possible provides an opportunity to optimize resources and improve quality of life for all citizens of the region. The mantra of "two municipalities – one purpose" demonstrates the philosophy of the two communities.

Vulcan County and the Town of Vulcan are committed to identifying current and future issues where joint benefits may be realized through more formalized and rigorous processes to improve cooperation. Examples are numerous in servicing areas such as economic development and tourism, investment in recreation, fire services and emergency management, and medical service provisions which has helped in creating an ever-more complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, Vulcan County and the Town of Vulcan are well placed to be proactive with the creation of this Intermunicipal Collaboration Framework (ICF) Agreement.



Vulcan County and the Town of Vulcan share a common history and foundation based largely upon agriculture



Goals of the Intermunicipal Collaboration Framework Agreement

The Intermunicipal Collaboration Framework has five main purposes:

1. Conform to the requirements of provincial legislation.
2. To promote the principles of collaboration between neighboring municipalities with a common border.
3. To ensure municipalities consult and communicate on intermunicipal matters.
4. To clearly lay out a process that the partners to this agreement can utilize to review service levels and decide if the service would benefit from additional collaborative efforts.
5. To consider appropriate cost sharing and funding mechanisms and deal with differences which may occur from time to time.

The ICF Agreement between Vulcan County and the Town of Vulcan will:

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their citizens: Where feasible and practical – the municipalities will work together to assess how commonly utilized services may be jointly provided for the benefit of the community.

Strengthening the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their citizens, but they agree that they will always consider the greater regional municipality in the decision-making process.

Promote networks and linkages: The Municipalities commit to developing coordinated approaches where practical to create efficiencies by sharing opportunities, connections, goals, knowledge and experience to promote the greater good across the municipalities.

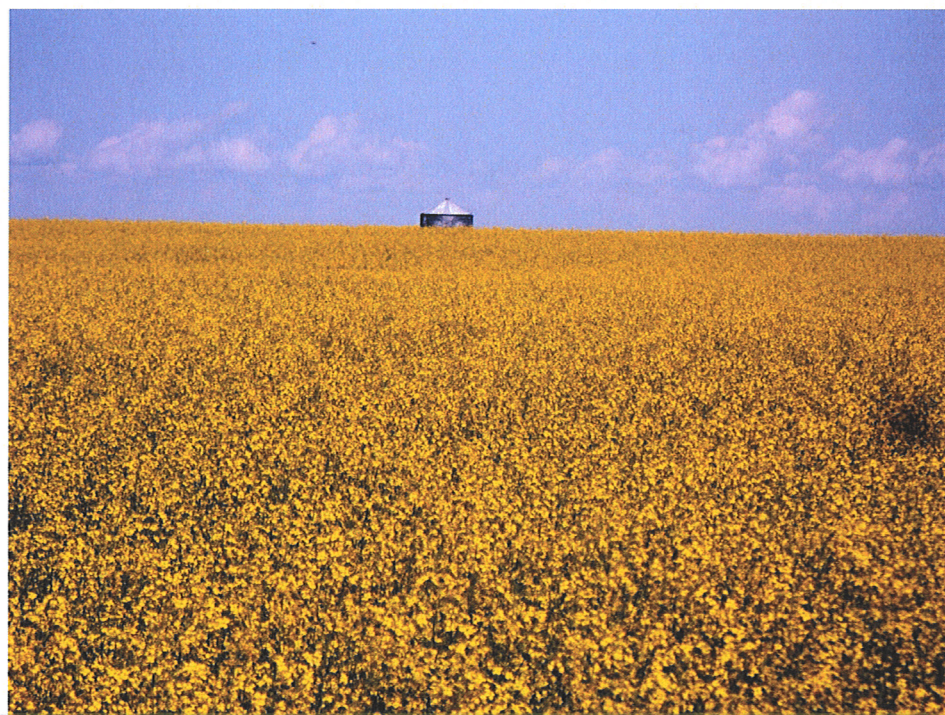
Embrace differences in respective municipalities: The distinct characteristics of the individual municipalities are an advantage in providing choice and diversity.

Cooperation not Competition: Although each municipality is responsible to its citizens there is recognition that the citizens and businesses of the region share similar needs and interests and as such each Council will emphasize cooperation rather than direct competition with respect to setting municipal policy.

Foster an environment of openness and trust: Cooperation and collaboration requires communication that in turn encourages understanding and better results in reaching common goals.

Commitment to Consultation and Cooperation – Consultation Protocol:

The fundamental basis of this agreement is communication and consultation and as such, the two municipalities agree to consult on projects which have a potential for regional impact. By recognizing the requirement to consult, each municipality will include the other in their project circulations and agree to meet and work through matters as they arise. Where notification has been provided that a discussion is required it shall be first handled by the respective Chief



Administrative Officers or their designate, and if that does not resolve the concern(s) at hand, it shall be dealt with by a committee from each Council while recognizing that time may be of the essence. The purpose of this consultation protocol is to ensure that the municipalities leverage opportunities to collaborate and develop common solutions to any challenges that affect the region.

It is understood that this agreement will encourage communication at all levels of both organizations to ensure opportunities are recognized, information is passed

through the respective organizations and decision makers are informed not just about their own municipality but about regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is possible that there will be instances of differences in values, goals, beliefs, perspectives and decisions between the communities. In instances where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

Roles in Managing the Intermunicipal Collaboration Framework Agreement:

The Role of both Councils:

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be considered to ensure the impacts of services and actions taken in the region have the desired results and support the prosperity of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the political and administrative levels.

This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each Council member will demonstrate leadership to act strategically as they formulate plans for each of their organizations which will bring value to the citizens of both communities.

The Role of the CAOs and Administration:

The CAOs have been identified as the principals responsible for maintaining this ICF, its implementation, and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality observes the principles of the agreement. The CAOs will foster communication and facilitate the sharing of information, identify opportunities and prioritize municipal actions for consideration by each Council. Disputes or disagreements between CAOs will be dealt with in accordance with the Conflict Resolution section of this agreement.

The Role of Staff:

Staff at all levels will be responsible to ensure the principles of this agreement are implemented. This means that staff will work cooperatively with their municipal counterparts to address issues that may arise within the scope of their authority and mandate. Staff will also bring to the attention of their respective CAO any issues that arise which require their attention with respect to meeting the commitment and intent of this agreement. Disputes will be addressed in accordance with the Conflict Resolution section of this agreement.





The Framework Protocols

Development of an Intermunicipal Communication Protocol

Understanding that the success of this agreement is based upon respectful dialogue, the municipalities are committed to ensuring the provision of information is communicated in a transparent and honest manner. The parties agree to observe the following communication protocols:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization, when dealing with one another, the following principles should apply:
 - a. Seek to understand
 - b. Avoid personal attacks either privately or publicly
 - c. Asking for clarification on policies of interest adopted by the other municipality to ensure understanding
 - d. Resolve common issues from a perspective of collaboration
 - e. Seek to maximize the benefits for both parties
2. The Protocol should seek to establish collaboration and cooperation in each municipal organization.
 - a. Both organizations agree to ensure proper training takes place with elected officials on intermunicipal collaboration following a municipal election
 - b. Both organizations agree to provide additional training and adequate orientation with this agreement, as may be required, following any change in elected officials or senior administration
3. The protocol should ensure that each municipality provides to the other information pertaining to:
 - a. Issues of a nature which may impact the other municipality

Conflict Resolution

The municipalities recognized that the development of this agreement is the start – not the end of the process. Recognizing that not all issues may be agreed upon, the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity, and at the point closest to where a problem is initiated, the CAOs will seek to address matters of conflict.
2. All matters of conflict should be attempted to be resolved swiftly, inexpensively and in an uncomplicated way.

3. All matters of conflict should be resolved using a clear procedural pathway.
4. Respect and collaboration should be maintained on common issues, even though conflict may exist.

Process

If a municipality believes an obligation under the agreement has been breached, the matter should be immediately brought to the attention of the respective CAO. The CAO will investigate and if it appears that a 'breach' of the agreement has occurred, the matter will be immediately brought to the attention of the other municipality's CAO. Once notification has occurred, an effort to resolve the matter through informal problem-solving discussions is to be initiated.

If differences occur outside of an outright 'breach' of an agreement, which may include divergent expectations in the delivery of a joint service, variance on how the committee wishes to proceed on an issue, or any circumstance which may impact or disrupt service delivery or relationships, an informal discussion between CAOs will be conducted.



If this does not resolve the issue, an Intermunicipal Dispute Committee shall be appointed by both Councils who will attempt to decide on and negotiate an effective solution.

If the subcommittee negotiation process is unsuccessful, a mediated process will be initiated using the services of a jointly agreed upon mediator with costs shared equally between the municipalities. The mediator will be solely responsible for the governance of the mediation process.

If the process is not resolved through mediation, the municipalities will select an arbitrator, sharing all costs in doing so, and will have the matter resolved through the process defined in the Municipal Government Act. The arbitrator is governed by the principles of natural justice and procedural fairness.



**This Agreement encourages the municipalities
to consult with each other and develop
opportunities for collaboration for the benefit
of both communities.**

Inventory of Municipal Services and Statutory Provisions

Amendments to the Municipal Government Act have changed the role of municipalities. The new Act requires municipalities to work in cooperation with neighboring municipalities to fund, plan, and deliver municipal services. The Act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This Agreement must address services related to transportation, solid waste, recreation, wastewater, water and emergency services. The discussion on the aforementioned topics is prescribed by the Act, however the outcomes are not.

The following list is an inventory of agreements between the two municipalities where services are provided that benefit residents of the municipalities that are part of this agreement as per MGA s708.29. The list is a consideration of who provides the service, who funds the service and what and where those services exist. The services listed below are a representation of shared services and agreements but are obviously not a list of all services provided by each municipality to their respective citizens.

Service Agreement	Managing Party	Funding Model
Airport Agreement	Town of Vulcan	Operational and Capital Funding is 50/50 split.
Economic Development - SouthGrow	3rd Party - SouthGrow	Both the Town and County are members of the SouthGrow Regional Initiative and provide annual funding on a per capita basis.
Emergency Services - Dispatch Services	3rd Party - Foothills Regional Emergency Services Commission	Vulcan County and the Town of Vulcan are both members of the Foothills Regional Emergency Services Commission, with the Commission being authorized to provide emergency services communication and dispatching. Each municipality contributes on a per capita basis.
Emergency Services - Emergency Management	Vulcan County	The Town of Vulcan and Vulcan County are also members of the Vulcan County Regional Emergency Management Partnership agreement, allowing for emergency management to be conducted through a regional approach. Member municipalities contribute annually to this emergency management budget on an assessment based model.

Emergency Services - Fire	Vulcan County	Fire Services to the Town of Vulcan and Vulcan Fire District are provided through Station 27, Vulcan Fire located at 165075B RGE RD 244. Funding for Fire Services is currently based on a 60% Vulcan County, 40% Town of Vulcan. Administration of Station 27 is handled by Vulcan County through its Protective Services Department.
Information Technology Assistance	Vulcan County	IT Support is offered by Vulcan County through its IT Services Department. This billed on an hourly cost recovery basis.
Joint Facilities Use	Town of Vulcan/Palliser School Division	The Town of Vulcan and Vulcan County are signing parties with the Palliser School Division for the Joint Facilities Use Agreement for the Cultural Recreation Centre (CRC).
Libraries - Chinook Arch and County Library Board		The Town of Vulcan and Vulcan County are part of the Chinook Arch Regional Library System, to which they each appoint a trustee. While the Town of Vulcan Library Board operates a library in the Town of Vulcan, the Vulcan County Library Board provides funding support to all municipal libraries in the villages of Arrowwood, Carmangay, Champion, Lomond and Milo, as well as the Town of Vulcan. The Vulcan County Library Board divides its funding equally between these six libraries. The provincial operating grant for library service is provided on a per capita basis and, as such, municipal funding for this service is compared on a per capita basis.
Medical Services - Inter-Municipal Physician Recruitment and Retention Agreement	Vulcan County	Vulcan County and the Town of Vulcan are both signing parties to the Inter-Municipal Physician Recruitment and Retention Agreement. These agreements help ensure that medical services are retained within our local region. This agreement is funded on a per capita basis.
Medical Services - Vulcan Medical Clinic Funding Agreement, and the Arrowwood Medical Funding Agreement.	Vulcan County	Vulcan County and the Town of Vulcan are both signing parties to the Vulcan Medical Clinic Funding Agreement, and the Arrowwood Medical Funding Agreement. These agreements help ensure that medical services are retained within our local region.

Oldman Regional Services Commission	3rd Party - ORRSC	The Town and County are both members of the Oldman River Regional Services Commission. Both members appoint representatives to the board, and provide funding on a population basis.
Rainbow Literacy and Learning Society	3rd Party - Rainbow Literacy	Vulcan County and the Town of Vulcan are both members of the Rainbow Literacy and Learning Society and appoint representatives to the board. Each municipality provides funding to organization based on standing motions from their respective Councils.
Recreation Agreement	Town of Vulcan	New four year agreement is currently being reviewed. Both municipalities will continue to work on having this agreement ratified.
Seniors Housing - Marquis Agreement	3rd Party - Marquis Foundation	The Town of Vulcan and Vulcan County are also members of the Marquis Foundation, whose primary goal is to provide seniors housing and care within the region. Marquis requisitions both parties based on equalized assessment.
Social Services - FCSS	Town of Vulcan	Vulcan County and the Town of Vulcan are both signing parties to the Regional FCSS agreement. The Town of Vulcan receives and disperses partner and provincial funds to FCSS. Funding is based on a per capita model.
Solid Waste	3rd Party, Vulcan and District Waste Commission	The Town of Vulcan and Vulcan County are both members of the Vulcan District Waste Commission and are responsible for the joint construction, ownership, maintenance, operation and use of the regional solid waste system.
Tourism - Canadian Badlands	3rd Party - Canadian Badlands	Both the Town and County are members of the Canadian Badlands Tourism Corporation and provide annual funding on a per capita basis.
Transportation - Roads		No formal agreements exist between Vulcan County and the Town of Vulcan in the area of roads. Vulcan County however does have a standing offer to all of the urban municipalities within its borders to provide street grading and graveling services at cost. Coordination of construction of transportation corridors that connect the two municipalities will be undertaken at the administrative level to ensure that both municipalities' strategic transportation goals are

		in alignment. Opportunities to partner on capital road construction will be brought forward in an effort to recognize cost savings and efficiencies. Other earthworks projects will also be considered as partnership opportunities.
Vulcan Regional Victim Services Society	3rd Party - Vulcan Regional Victim Services Society	The Town of Vulcan and Vulcan County appoint Councillors to sit on the Vulcan Regional Victim Services Society. Funding for this society is independently determined by each municipality in their annual budget process.
Waste Water		No agreements exist or are currently required between Vulcan County and the Town of Vulcan in the area of waste water. Should opportunities to collaborate come forward, both municipalities will examine the regional and municipal benefit that an initiative of this nature would bring forward. Vulcan County is currently undertaking the development of an industrial park, where waste water servicing options will be explored with the Town of Vulcan.
Water - Rural Resident Use	Town of Vulcan	The Town of Vulcan also provides potable water to some County residents immediately adjacent to Town boundaries. Agreements are currently being drafted to formalize this process to offer protections for all involved parties.
Water - Twin Valley	3rd Party, Twin Valley Water Commission	The Town of Vulcan and Vulcan County are both members of the Twin Valley Regional Water Commission and are responsible for the joint construction, ownership, maintenance, operation and use of the regional water system. Both the Town and County agree that costing models should be reviewed to ensure equitable billing between members.

Intermunicipal Development Plan

The Town of Vulcan and Vulcan County have entered into an Intermunicipal Development Plan.

- Vulcan County Bylaw 2019-014 Vulcan County and Town of Vulcan Intermunicipal Development Plan dated September 18, 2019.
- Town of Vulcan Bylaw 1484-19 Vulcan County and Town of Vulcan Intermunicipal Development Plan dated September 23, 2019.




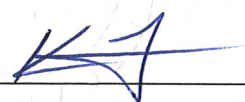
Commitment to Collaboration

Vulcan County and the Town of Vulcan acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honor all applicable legislation with respect intermunicipal collaboration within the Province of Alberta.

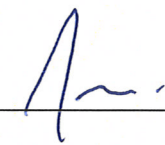
IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the _____ day of _____, 2021.

TOWN OF VULCAN

PER: 
MAYOR – Tom Grant

PER: 
CHIEF ADMINISTRATIVE OFFICER – Kim Fath

FOR VULCAN COUNTY

PER: 
REEVE – Jason Schneider

PER: 
CHIEF ADMINISTRATIVE OFFICER – Nels Petersen