



TOWN OF SMOKY LAKE
IN THE PROVINCE OF ALBERTA
BYLAW NO. 003-2020

Being a Bylaw of the Town of Smoky Lake in the Province of Alberta, to authorize the Municipal Council to enter into a **JOINT AGREEMENT** to establish the provision on the **Protocol for Regional Cooperation**, for the purpose of agreed merits for guiding organizational actions and individual behaviors.

WHEREAS the Municipal Government Act, S.A. 2000, c. M-26 as amended ("the Act") provides that a Municipal Council may pass such bylaws to enter into an agreement as to the joint control and management of anything that concerns respective municipalities; and

AND WHEREAS, the Council of the Town of Smoky Lake wishes to enter into an Joint Agreement with Smoky Lake County, Village of Waskatenau, and Village of Vilna to establish parameters as a guide to address organizational actions and individuals' behaviors for agreed Regional Strategic Topics, Joint Capital Projects and Shared Services, all pursuant to the recommendations from the Intermunicipal Collaboration Committee (ICC) or ICC Working Group and operate as per "**Schedule A**" included in this Bylaw.

NOW THEREFORE, the Council of the duly assembled, in consideration of the mutual covenants contained herein, agrees to a **Joint Agreement** on the **Protocol for Regional Cooperation**, as jointly executed, by the municipalities of the Town of Smoky Lake, Smoky Lake County, Village of Waskatenau, and Village of Vilna.

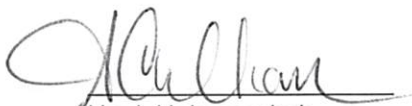
REPEAL

Town of Smoky Lake Bylaw No. 008-14 known as the "Protocol for Regional Cooperation" shall be repealed upon the passing of this Bylaw.

EFFECTIVE DATE

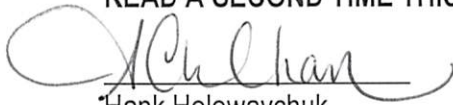
This Bylaw shall come into force and effect on the final date of passing thereof.


READ A FIRST TIME THIS 24th DAY OF MARCH, 2020


Hank Holowaychuk
Mayor



Adam Kozakiewicz
Chief Administrative Officer

READ A SECOND TIME THIS 24th DAY OF MARCH, 2020


Hank Holowaychuk
Mayor


Adam Kozakiewicz
Chief Administrative Officer

**READ A THIRD AND FINAL TIME WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS
PRESENT THIS 24th DAY OF MARCH, 2020**


Hank Holowaychuk
Mayor


Adam Kozakiewicz
Chief Administrative Officer

Schedule "A"

Schedule A
Joint Agreement on Protocol for Regional Cooperation

B E T W E E N:

SMOKY LAKE COUNTY – Bylaw No. 1367-20
a Municipal Corporation, in the Province of Alberta
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as "County")

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE – Bylaw No. 003-2020
a Municipal Corporation, in the Province of Alberta
Box 460
56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as the "Town")

OF THE SECOND PART

AND

VILLAGE OF WASKATENAU – Bylaw No. 679-2020
a Municipal Corporation, in the Province of Alberta
Box 99
Waskatenau, Alberta T0A 3P0
(hereinafter referred to as the "Village")

OF THE THIRD PART

AND

VILLAGE OF VILNA – Bylaw No. ____-20
a Municipal Corporation, in the Province of Alberta
Box 10
Vilna, Alberta T0A 3L0
(hereinafter referred to as the "Village")

OF THE FOURTH PART

WHEREAS, the Council of the Town of Smoky Lake wishes to enter into a Joint Bylaw with Smoky Lake County, Village of Waskatenau, and Village of Vilna to establish the provision on the **Protocol for Regional Cooperation**; and

WHEREAS, the above local governments the Town of Smoky Lake, Smoky Lake County, Village of Waskatenau and Village of Vilna (hereinafter referred to as "the parties") have the legislated authority to enter into an agreement with parameters to guide the sharing of resources, expertise, risk and benefits associated with coordinating regional cooperation efforts on behalf of their respective communities; and

WHEREAS, the above parties believe it is in the public interest to pursue regional cooperation for the following reasons;

- **Knowledge sharing** – from the skills and experiences of others;
- Share **human resources** – expertise and time;
- Better **communication** for understanding and respecting differences;
- **Save money** on current and/or future expenditures;
- Enhance or maintain current **service levels**;
- Provide a **new service** to meet emerging common needs;
- Maximize the service delivery **efficiently** and avoid **duplication of effort**;
- Generate **new revenue sources**;
- Lobby for or access external resources – government or corporate;
- Pursue **joint advocacy** with other organizations and governments;

AND WHEREAS, the above parties feel it is important to provide a framework to guide regional cooperation in the areas of:

- Agreeing on general **principles** (Section 1) to guide organizational relations;
- Creating a defined **structure** (Section 2) to represent all parties;
- Facilitating effective **communication** (Section 3) between the parties;
- Selecting Suitable shared service and strategic topic **candidates** (Section 4);
- Following a **process** (Section 5) to pursue specific areas for cooperation;
- Using a **concerns** process (Section 6) to address issues arising;
- Identifying general **conditions** (Section 7) to guide regional cooperation efforts; and

NOW THEREFORE, the above parties wish to declare their spirit of fellowship by entering into the Protocol for Cooperation with the following considerations.

PROTOCOL FOR REGIONAL COOPERATION

1.0 GUIDING PRINCIPLES

The parties agree to the following principles to guide regional cooperation efforts:

- 1.1 To have defined **communication** channels to share information.
- 1.2 To encourage **respect** of different view and interests.
- 1.3 To pursue relations based on **transparency & openness**.
- 1.4 To **work together** in attempts to resolve issues.
- 1.5 To develop a **consultative process** to ensure shared goals and efforts.
- 1.6 To respect **jurisdictional interests**.
- 1.7 To acknowledge not all parties need to be involved in each regional project.
- 1.8 To advance shared interests to other levels of government with a **common voice**.
- 1.9 To ensure **public awareness** of the progress and results of regional cooperation.

2.0 STRUCTURE

The parties agree to following the Smoky Lake Region Intermunicipal Collaboration Framework (ICF) protocol and agree to promote effective cooperation. And, the Chief Administrative Officers (CAO) of each party are responsible to meet as needed to coordinate efforts to implement the shared service work program and prepare or review reports on shared service projects.

3.0 COMMUNICATIONS - REFERRALS

- 3.1 The purpose of a referral is to provide the other party or parties with timely and sufficient information for meaningful dialogue prior to any of the parties taking a position or making a decision.
- 3.2 The parties agree to use their best efforts to provide referrals to potentially affected parties prior to a local Councils' decision being made.

4.0 SHARED SERVICES

The parties agree to use the following guidelines to assess areas for regional cooperation:

- 4.1 A "Shared Service" is a service or program that one or more parties provide or may want to apply and does not include isolated or individual projects.
- 4.2 **Shared Service Review (Appendix 1)** is intended to be used to:
 - Evaluate the likelihood of success of a potential area for regional cooperation;
 - Clarify expectations of the parties if a topic is addressed;
 - Identify requisite conditions for success at the start of an initiative; and
 - Explore the actions required to sustain the initiative.
- 4.3 Shared Service **concepts** offered by any party are expected to be:
 - Assessed by the party suggesting the concept;
 - Reviewed at a CAO meeting;
 - Submitted with supporting documentation;
 - Reviewed by the Intermunicipal Collaboration Committee (ICC) or a Working Group established by the ICC.

5. PROJECT PROCESS

The parties agree to the following steps for identifying, selecting, implementing and monitoring **shared services** and strategic topics for regional cooperation.

- 5.1 A **notice of initiative** is provided by the initiating party when it wants to examine a service with regional cooperation potential or possible jurisdictional implications, by submitting a written notification to the ICC.
- 5.2 The CAOs shall meet within **20 days** of receiving the written notice to discuss the proposed shared service and required documentation.
- 5.3 The initiating party is responsible to coordinate a discussion of the regional cooperation project with the other parties by: providing a written report of its preliminary examination to the ICC - that identifies how the proposed shared service satisfies the criteria in the **Shared Service Review (Appendix 1)**.
- 5.4 The Intermunicipal Collaboration Committee will determine if a Working Group is required and if required, establish a Working Group to evaluate the proposed shared service.

If any time during the Project Process all municipalities agree to terminate the process for establishing a shared service, each Council must pass a motion approving the termination of the process.

6. CONCERNS PROCESS

The parties agree to a process for addressing complaints relating to Shared Services.

- 6.1 The steps for dealing with **complaints** related to Regional Cooperation include:
 - An individual Councillor or CAO must raise their concern with their own Council.
 - A Council resolution is required for a party to take action.
- 6.2 The options for dealing with an **unresolved conflict** between the parties include:
 - A CAO of one party may facilitate discussions with other parties;
 - Discussion at ICC meetings (or at a Working Group meeting) meetings in an attempt to resolve the matter;
 - Retain a third party to facilitate a resolution process;

- Agree to a legal proceeding to decide on the matter; and
- Mutually avoid arbitration.

Figure 2 in the **Smoky Lake Region ICF** outlines the dispute resolution process for shared services.

- 6.3 A party must notify other parties of **service changes** that reflect:
- Modifications to service contract conditions;
 - Significant change in an existing policy or a new proposed policy;
 - Reallocation of monies that exceed the approved authority level; and
 - Adjustments to service levels that are not reflected in the contract.

7. CONDITIONS

- 7.1 The purpose of **referrals** is to provide parties with timely and sufficient information for meaningful consultative dialogue, prior to any of the parties making a decision which may impact upon the other party.
- 7.2 Notices and referrals referred to in the Protocol shall be **delivered in writing** to all the signatories to this bylaw.
- 7.3 Nothing in this Protocol shall be construed as to fetter the legislative discretion of the parties within their respective jurisdiction, or to oblige either party to pursue an action.
- 7.4 It is acknowledged that the spirit of this Protocol will be reflected in each of the party's best efforts rather than any enforceable obligations to implement its terms and conditions.
- 7.5 The Protocol may be amended upon agreement of all parties.

As evidence of their agreement to the above terms, that the parties have executed this Protocol as set out below:

SMOKY LAKE COUNTY

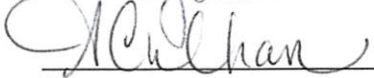
DATE: _____

Reeve
Smoky Lake County

Chief Administrative Officer
Smoky Lake County

TOWN OF SMOKY LAKE

DATE: Jan 19/22



Mayor

Town of Smoky Lake



Chief Administrative Officer

Town of Smoky Lake

VILLAGE OF WASKATENAU

DATE: _____

Mayor
Village of Waskatenau

Chief Administrative Officer
Village of Waskatenau

VILLAGE OF VILNA

DATE: _____

Mayor
Village of Vilna

Chief Administrative Officer
Village of Vilna

Appendix 1

SHARED SERVICE REVIEW

The following criteria provides prompts to discuss and assess the suitability of existing or proposed services as potential concepts for cooperation among one or more parties

	CRITERIA	NOTES		
	REVIEW	High	Medium	Low
1	STRATEGIC PERSPECTIVE Does it contribute to strategic goals?	Mutual Vision	Compatible Goals	Uncertain
2	COST SAVINGS Will it save money?	Current Reduction	Zero Sum	Reduce Future Cost
3	SERVICE LEVEL How will it impact service delivery?	Maintain Level	Enhance Delivery	New Function
4	DETERMINED NEED Is the service critical to the service agenda?	Essential / Legislated	Important	Discretionary / Optional
5	SERVICE DEPENDENCY Can service be provided alone?	Cannot do alone	Hard to do	Can do on own
6	ACCOUNTABILITY HISTORY Is there a positive partner track record?	Positive Experience	Uncertain	Negative Experienced
7	EXPECTED CAPACITY What is the service benefit to be shared?	Over 50%	Under 50%	Very Limited
8	JURISDICTIONAL RELEVANCE Does it relate to each party?	All four units	Three Units	Two Units
9	GEOGRAPHIC RELEVANCE What areas are affected?	All of Region	Partial Region	Specific Area
10	PUBLIC SUPPORT Will the public support change?	Visible and Strong	Neutral	Uncertain
11	EXTERNAL LEVERAGING Does it access third party resources?	Ready & Waiting	Potential Exists	Uncertain
12	PUBLIC AWARENESS Is the public a factor for implementation?	Invisible	Visible / Simple	Visible / Complex
13	AFFORDABILITY How critical is this service?	In Budget	Reallocate Budget	New to Budget
14	PARTNER CAPACITY Does the partner have resources?	In Budget – low cost	In Budget – zero sum	More cost
15	COST / BENEFIT ANALYSIS What is the return on investment?	Low Cost / High Impact	Medium Cost / High Impact	Medium Cost / Medium Impact
16	RESOURCES EXPECTED What types of resources are expected?	Cash	Cash / In Kind	In Kind
17	SHARED EXPERTISE Does it help access skills & Knowledge?	Fill Critical Void	Create Synergies	Save Time
18	REVENUE GENERATION Will it increase revenues?	Yes	Potentially	Unsure / No