

SMOKY LAKE COUNTY  
IN THE PROVINCE OF ALBERTA  
BYLAW NO. 1277-15

Being a Bylaw of Smoky Lake County 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.

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**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 Smoky Lake County wishes to enter into an Joint Agreement with the Town of Smoky Lake, 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 Regional Community Development Committee (RCDC); and operate such undertaking as per "**Schedule A**" included in this Bylaw.

**NOW THEREFORE**, the Council of Smoky Lake County 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 Smoky Lake County, Town of Smoky Lake, Village of Waskatenau, and Village of Vilna.

**EFFECTIVE DATE**

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

READ A **FIRST TIME** IN COUNCIL THIS 29 day of January, AD 2015.

READ A **SECOND TIME** IN COUNCIL THIS 29 day of January, AD 2015.

READ A **THIRD AND FINAL TIME**, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS 29 day of January, AD 2015.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

SEAL

**Schedule "A"**

**Joint Agreement on Protocol for Regional Cooperation**

**BETWEEN:**

**SMOKY LAKE COUNTY - Bylaw No. 1277-15**  
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 008-14**  
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 648/2015**  
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 511-15**  
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 Smoky Lake County wishes to enter into an Joint Agreement with the Town of Smoky Lake, Village of Waskatenau, and Village of Vilna to establish the provision on the **Protocol for Regional Cooperation**.

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

**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.

**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 the **public awareness** of the progress and results of regional cooperation.

## 2.0 STRUCTURE

The parties agree to the following structure to promote effective cooperation:

### **Regional Community Development Committee**

- 2.1 The membership of the Regional Community Development Committee is made up of as in accordance with the Terms of Reference Bylaw.
- 2.2 The Regional Community Development Committee is responsible to:
  - Coordinate regional cooperation efforts and Joint Municipalities Meetings.
  - Suggest opportunities for cooperation and information dissemination.
  - Develop work plan(s) for the review and consideration of the parties.
  - Facilitate decision-making by Councils on regional cooperation initiatives.

### **CAO Committee**

- 2.3 The Chief Administrative Officers (CAO) of each party are responsible to meet to:
  - Meet as needed to support the Regional Community Development Committee.
  - Annually assess the performance of the Community Economic Development Officer.
  - Coordinate efforts of implement the work program.
  - Prepare or review reports on shared service projects.

### **Community Economic Development Officer**

- 2.4 The **Community Economic Development Officer** is responsible to:
  - Coordinate administrative support to the Regional Community Development Committee.
  - Work with the Chairperson to prepare notice of meetings and agendas; and
  - Oversee the development and implementation of the regional cooperation strategy.

### **Joint Municipalities Meeting(s)**

- 2.5 The Joint Municipalities Meeting(s) is expected to meet semi-annually specifically to:
  - Assess the progress of regional collaboration efforts.
  - Evaluate shared services and determine areas for attention.
  - Examine and determine strategic opportunities for cooperation.
  - Adopt a communication strategy for joint decisions; and
  - Forward directions / recommendations to Regional Community Development Committee (RCDC).

## 3.0 COMMUNICATIONS

### **Regional Community Development Committee**

- 3.1 The Regional Community Development Committee will operate in an open and transparent manner, in terms of participating Councils. Individual Councillors on each Council will be welcome to attend the Regional Community Development Committee meetings as observers. Meetings of the Regional Community Development Committee will be public, unless issues of a legal nature or negotiations are being discussed.
- 3.2 Requests for Information, presentations, etc. on issues being addressed by the Regional Community Development Committee will be directed to and responded to by the Chair.
- 3.3 The Committee will provide for regular reporting to the public, through media releases, public information meetings, etc. To the extent possible, the Chair will ensure that Councils are informed before a public release is issued.

### Referrals

- 3.4 The parties agree to use best efforts to provide referrals to potentially affected parties prior to a local Council decision being made.
- 3.5 The purpose of the referral is to provide the other party with timely and sufficient information for meaningful dialogue only prior to either Party taking a position or making a decision.

## 4.0 SHARED SERVICES AND STRATEGIC TOPICS

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

- 4.1 A **Shared Service** concept is a service or program that one or more parties provide or may want to apply.
- 4.2 A **Strategic Topic** is an issue or opportunity that one or more parties want to address.
- 4.3 Shared Service or Strategic Topic **Criteria (Appendix 1)** are intended to be used to:
- Evaluate the success likelihood of a potential area for regional cooperation;
  - Clarify expectations of the parties if the topic is addressed;
  - Identify requisite conditions for success at the start of an initiative; and
  - Explore the actions required to sustain the initiative.
- 4.4 Shared Service **concepts** offered by any party are expected to be:
- Assessed by the party suggesting the concept;
  - Submitted with supporting documentation of the area assessment.
  - Discussed with potential regional cooperation parties before detailed analysis.
  - Reviewed at a CAO meeting prior to a Regional Community Development Committee meeting.
  - Considered at a Joint Municipalities Meeting, where possible.

## 5. PROJECT PROCESS

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

### Shared Services

- 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 all other parties. The notification must be supported by a council resolution. Where ever possible, the idea should be introduced at a Joint Municipalities Meeting.
- 5.2 Other parties indicate their **interest and/or concerns** to the initiating party about the proposed regional cooperation project (so they can be addressed or acknowledged in the preliminary examination) within 45 days.
- 5.3 The initiating party conducts a **preliminary examination** using the regional cooperation concept criteria contained in section 4.3 in partnership with other interested parties.
- 5.4 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 all other parties;
  - Placing the matter on the Regional Community Development Committee meeting agenda for direction; and
  - Facilitating discussion at a regular or special Joint Municipalities Meeting.

- 5.5 Two or more parties may pursue the **feasibility** of a regional cooperation project by way of a 'Feasibility Memorandum' to include (but not limited to):
- Scope for the feasibility analysis and concerns of other parties to be addressed; and
  - Degree to which fiscal and human resources will be cost shared by the parties.
- 5.6 The Feasibility Stage produces a detailed **business plan** to include:
- Resolution of key requirements to sustain the regional cooperation initiative;
  - Identification of critical success indicators to be achieved (and monitored); and
  - Preparation of a draft shared services contract.
- 5.7 The parties formally commit to a shared service project by way of a **contract** that is:
- Reviewed by the CAO's (& legal counsel) on behalf of all or each party; and
  - Ratified by a resolution (or bylaw) by the respective parties.
- 5.8 The shared service contract must include **implementation considerations** such as:
- Identification of the lead party designates(s) responsible for implementation
  - Success indicators and desired results to evaluate the initiative; and
  - Sharing of financial resources and other organization resources.

#### **Strategic Topics**

- 5.9 **Strategic Topics** may be introduced at a Joint Municipalities through the Regional Community Development Committee to:
- Discuss its scope and possible strategies with required resources and actions.
  - See if at least two parties wish to place it on the Regional Cooperation Work Program.

### **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.
  - The 'complaint' party is to be given a response timeframe within thirty (30) working days.
  - A ninety (90) day requirement for the issue to be addressed by the parties.
  - Provision of rationale for extensions to the above ninety (90) day response requirement.
  - The 'complaint' party is expected to bring the complaint to the Regional Community Development Committee; and
  - The Regional Community Development Committee will monitor the follow-up to complaints.

- 6.2 The options for dealing with an **unresolved conflict** between the parties include:
- A CEO of one party may facilitate discussions with other parties;
  - Discussion at the Steering Committee meetings in an attempt to resolve the matter;
  - Retain a third party to facilitate a resolution process; and/or
  - Agree to a legal proceeding to decide on the matter.
- 6.3 A party (or service authority) 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 Any party may **withdraw** from this protocol with six (6) months' notice to other parties.
- 7.2 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.
- 7.3 Notices and referrals referred to in the Protocol shall be **delivered in writing** to all the signatories to this agreement.
- 7.4 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, the application of any laws, statutory or otherwise.
- 7.5 It is acknowledge 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.
- 7.6 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**

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DATE: January 29, 2015

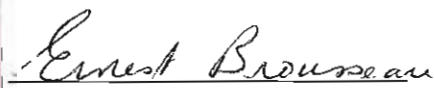
  
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Reeve  
Smoky Lake County

  
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Chief Administrative Officer  
Smoky Lake County

**TOWN OF SMOKY LAKE**

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DATE: Feb 5 2015

  
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Ernest Brouseau  
Mayor  
Town of Smoky Lake

  
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Chief Administrative Officer  
Town of Smoky Lake

**VILLAGE OF WASKATENAU**

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DATE: Feb 4, 2015


  
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Mayor  
Village of Waskatenau

  
\_\_\_\_\_  
Chief Administrative Officer  
Village of Waskatenau

**VILLAGE OF VILNA**

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DATE: Feb 6, 2015

  
\_\_\_\_\_  
Mayor  
Village of Vilna

  
\_\_\_\_\_  
Chief Administrative Officer  
Village of Vilna



## Appendix "1"

**SHARED SERVICE REVIEW CRITERIA**

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