



Birch Hills County

&

Municipal District of Peace No. 135

**Intermunicipal Collaboration Framework
Agreement**

February 2020



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1. Introduction

- 1.1 It is recognized that MD of Peace No. 135 and Birch Hills County share a common border, share common interests and are desirous of collaborating to provide services to their residents and ratepayers.
- 1.2 The MGA requires that municipalities that have a common boundary must create a framework with one another that identifies the services that the municipalities agree benefit more than one municipality that is party to the ICF and are provided on an intermunicipal basis, how they will be delivered, who will lead the delivery of the service(s), how the funding arrangements for these services will occur, and identify the timeframe for implementation of those services provided on an intermunicipal basis.
- 1.3 In this respect, the Parties agree as follows:

2. Definitions

In this Agreement:

- 2.1 "Committee" – means ICF Committee as defined in Section 4 of the Agreement.
- 2.2 "Service Agreement" – means a legally binding agreement that is signed by both municipalities. E.g. an agreement, contract, memorandum of agreement or memorandum of understanding.
- 2.3 "Expiry Date" – means the date that this Agreement expires which is five years from the date of adoption of this agreement by resolution of both councils.
- 2.4 "Parties" – means the MD of Peace No. 135 and Birch Hills County.
- 2.5 "Term of the Agreement" – means five years from adoption of this agreement.
- 2.6 "ICF" – means the Intermunicipal Collaboration Framework.

3. Term and Review

- 3.1 In accordance with the *Municipal Government Act*, this ICF shall constitute an agreement between the parties and shall come into force and effect on the adoption of this agreement by resolution of both councils.
- 3.2 This ICF agreement may be amended by mutual consent of both Parties. Amendments to this Agreement shall come into force on the passing of matching resolutions by both Parties and shall be added as an Addendum to this Agreement.
- 3.3 It is agreed by the Parties they shall meet at least once during the Term of the Agreement commencing no later than 180 days before the Expiry date of this Agreement.
- 3.4 It is further agreed that upon request by either Party, the Committee shall also meet.

4. Intermunicipal Cooperation

- 4.1 The Parties agree to create a recommending body known as the ICF committee.
- 4.2 The Committee shall meet on an as required basis and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the residents and ratepayers of both Parties.
- 4.3 The Committee shall consist of 4 elected officials, two from each Party.
- 4.4 The CAOs will be responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective councils.

- 4.5 Further to Article 3.4, either Party may trigger the requirement for the Committee to hold a meeting upon giving at least 30 days notice. Meeting request shall be directed by the CAO for the respective municipality.

5. Service Delivery

- 5.1 When one Party desires to enter into a new joint servicing arrangement, a Service Agreement shall be required to be developed on that specific service.
- 5.2 When developing Service Agreements for each Council's consideration, the Committee shall discuss and clearly identify which municipality will lead service delivery for the services(s) and determine the appropriate funding model for the service(s) being discussed.
- 5.3 All future Service Agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue in the service delivery.
- 5.4 All future Service Agreements shall set out a timeframe for the delivery of the service(s) being discussed including the start and end date for the agreement.

6. Services

- 6.1 The Parties will have collaborative agreements in place for all services that the Parties have determined are mutually beneficial to their citizens.
- 6.2 Both parties acknowledge and agree that they may from time to time provide financial assistance to not for profit organizations functioning outside their jurisdictional boundaries.
- 6.3 Both parties acknowledge they are members of agencies, boards, commissions and not for profit organizations delivering services for the benefit of their residents and ratepayers.

7. Land Use

- 7.1 Section 631 (2) of the Municipal Government Act, R.S.A. 2000, Chapter M-26 allows for municipalities to opt out of developing an Intermunicipal Development Plan by passage of matching resolutions of mutual agreement. Pursuant to matching resolutions passed by both Councils, both parties agree that due to limited land development possibilities, no IDP will be developed at this time. Should either party wish to revoke this mutual agreement, the requesting party shall provide written notice to the other as per Section 12 of this agreement. A meeting to open discussion to develop an IDP shall be carried out within 30 days of receipt of the notice by the receiving party.
- 7.2 Matters of a land use and development nature impacting either party shall be guided by policies set out in their respective Municipal Development Plans and/or other statutory plans.

8. Collaboration Process

- 8.1 Either Party may initiate the development of a new capital project and/or new service it deems to be critical or essential and that may be beneficial to both Parties. Prior to submitting a formal written notice for a new cost-sharing agreement, the initiating Party's CAO will consult and seek informal support from the other Party's CAO.
- 8.2 Once either municipality has received written notice of a new capital project or new service, an ICF Committee meeting must be held within 30 days of the date the written notice was received, unless both CAOs agree otherwise.
- 8.3 The ICF Committee will be the forum used to address and develop future Service Agreements and/or cost sharing arrangements.

8.4 Both Parties recognize that the decision to participate or not to participate in a project/arrangement ultimately lies with the respective municipal councils.

9. Indemnity

- 9.1 The MD of Peace No. 135 shall indemnify and hold harmless Birch Hills County, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the MD of Peace No. 135, its employees or agents in the performance of this Agreement.
- 9.2 Birch Hills County shall indemnify and hold harmless MD of Peace No. 135, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Birch Hills County, its employees or agents in the performance of this Agreement.

10. Binding Dispute Resolution Process

- 10.1 Both Parties agree to adopt the model dispute resolution provisions as set out in the schedule attached to the ICF Regulations (copy attached as Appendix "A" to this agreement).
- 10.2 Both Parties agree to abide by the Duty to Act in Good Faith provisions contained in the ICF Regulations.

11. General

- 11.1 Headings in this Agreement are for reference purposes only.
- 11.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
- 11.3 Words in the singular shall include the plural or vice versa whenever the content requires.
- 11.4 Should any provisions of this Agreement become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the agreement and the remainder shall remain in force and be binding as though such provisions had not been invalid.

12. Correspondence

12.1 Written notice under this agreement shall be addressed as follows:

a. In the case of MD of Peace No. 135 to:

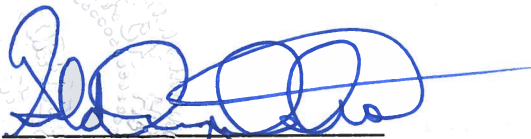
MD of Peace No. 135
c/o Chief Administrative Officer
Box 34
Berwyn, AB T0H 0E0

b. In the case of Birch Hills County to:

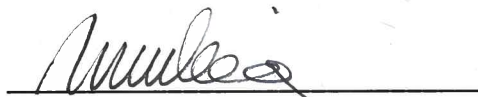
Birch Hills County
c/o Chief Administrative Officer
Box 157
Wanham, AB T0H 3P0

13. Authorizations

Signed and dated on:




Gerald Manzulenko, Reeve
Birch Hills County



Robert Willing, Reeve
MD of Peace No. 135



Hermann Minderlein, CAO
Birch Hills County



Barbara Johnson, CAO
MD of Peace No. 135

February 24, 2020
Date

Feb. 11, 2020
Date

Appendix "A" - Model Dispute Resolution Provisions Schedule

1. Definitions

1.1 In this Schedule:

- a. "Arbitrator" means the person or persons appointed to settle a dispute under MGA Section 708.35;
- b. "Initiating Party" means a party who gives notice under section 2 of this Schedule;
- c. "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;
- d. "Mediator" means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

2. Notice of Dispute

- 2.1 When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

3. Negotiation

- 3.1 Within 14 days after the notice is given under section 2 of this schedule, the Intermunicipal Collaboration Framework Committee shall meet and attempt to resolve the dispute.

4. Mediation

- 4.1 If the dispute cannot be resolved through negotiations, the ICF Committee will seek the assistance of a mediator acceptable to both parties to attempt to resolve the dispute by mediation.
- 4.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 4.3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4.4 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.
- 4.5 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.

5. 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 after the six (6) month deadline, prepare and provide to the other parties a report.
- 5.2 Without limiting the generality of subsection 5.1, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 5.3 Despite subsection 5.1, the initiating party may prepare a report under subsection 5.1 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.

6. Appointment of Arbitrator

- 6.1 Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 6.2 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6.3 In appointing an arbitrator under subsection 6.2, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

7. Arbitration Process

- 7.1 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 Municipal Government Act and Part 1 of the Intermunicipal Collaboration Framework Regulation (AR 191/2017).
- 7.2 In addition to the arbitrator's powers under subsection 7.1, the arbitrator may do the following:
 - a. Require an amendment to a framework;
 - b. Require a party to cease any activity that is inconsistent with the framework;
 - c. Provide for how a party's bylaws must be amended to be consistent with the framework;
 - d. Award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

8. Deadline for resolving dispute

- 8.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8.2 If an arbitrator does not resolve the dispute within the time described in subsection 8.1, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

9. Arbitrator's order

- 9.1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 9.2 The arbitrator's order must:
 - a. Be in writing,
 - b. Be signed and dated,
 - c. State the reasons on which it is based,
 - d. Include the timelines for the implementation of the order, and
 - e. Specify all expenditures incurred in the arbitration process for payment under MGA s.708.41.
- 9.3 The arbitrator must provide a copy of the order to each party.

10. Cost of arbitrator

10.1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be equally shared by the municipalities.

