

MOUNTAIN VIEW COUNTY

BYLAW NO. 01/20

INTERMUNICIPAL COLLABORATION FRAMEWORK

BETWEEN

CLEARWATER COUNTY AND MOUNTAIN VIEW COUNTY

Mountain View County
Province of Alberta

Bylaw No. 01/20

A BYLAW OF MOUNTAIN VIEW COUNTY IN THE PROVINCE OF ALBERTA TO ADOPT THE
INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN CLEARWATER COUNTY AND MOUNTAIN
VIEW COUNTY

SECTION 1 - SHORT TITLE

1.01 This Bylaw may be cited as the Clearwater County Intermunicipal Collaboration Framework.

SECTION 2 - AUTHORITY

2.01 Section 708.28(1) of the *Municipal Government Act*, Chapter M-26 of the Statutes of Alberta 2000, and amendments, provides that municipalities that have common boundaries must create a framework with each other;

2.02 Section 708.33(1) of the *Municipal Government Act* provides that municipalities must adopt a framework by each adopting a Bylaw or resolution that contain the framework.

SECTION 3 - ENACTMENT

3.01 The Council of Mountain View County, duly assembled, hereby enacts that Schedule "A" which forms part of this Bylaw shall constitute the provisions of the Clearwater County Intermunicipal Collaboration Framework as may be amended from time to time.

SECTION 4 - EFFECTIVE DATE

4.01 This Bylaw shall come into effect at such time as it has received third (3rd) reading and has been signed in accordance with the *Municipal Government Act*.

Received first reading January 29, 2020.

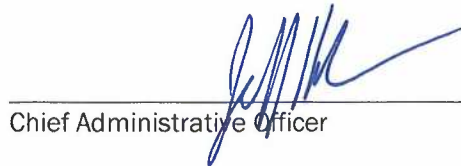
Received second reading January 29, 2020.

Received third reading January 29, 2020.



Reeve

January 29, 2020
Date of Signing


Chief Administrative Officer

BYLAW NO. 1085/20

BEING A BYLAW TO ADOPT THE MOUNTAIN VIEW COUNTY -
CLEARWATER COUNTY INTERMUNICIPAL COLLABORATION
FRAMEWORK

WHEREAS, the Council of Clearwater County is authorized under the Municipal Government Act, RSA 2000, Chapter M-26, as amended, to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents; and

WHEREAS, Mountain View County and Clearwater County have worked collaboratively on the preparation of an intermunicipal collaboration framework between the two municipalities; and

WHEREAS, the Council of Clearwater County deems it desirable and appropriate to adopt the Mountain View County - Clearwater County Intermunicipal Collaboration Framework;

NOW THEREFORE, the Council of Clearwater County, duly assembled, enacts as follows:

That the document titled "Mountain View County - Clearwater County Intermunicipal Collaboration Framework" dated January 2020 as attached and forming part of this Bylaw be adopted;

and

That this Bylaw shall take effect upon the final passing thereof.

READ a first time this 28 day of January, 2020.

READ a second time this 28 day of January, 2020.

Permission granted for third reading.

READ a third time and finally passed this 28 day of January, 2020.



REEVE



CHIEF ADMINISTRATIVE OFFICER



Intermunicipal Collaboration Framework

Between

Clearwater County

(hereinafter referred to as "Clearwater County")

and

Mountain View County

(hereinafter referred to as "Mountain View County")

WHEREAS Clearwater County and Mountain View County share common boundaries;

AND WHEREAS Clearwater County and Mountain View County share common interests and are desirous of working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so;

AND WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create a framework with each other to:

- provide for the integrated and strategic planning, delivery and funding of intermunicipal services;
- steward scarce resources efficiently in providing local services; and
- ensure municipalities contribute funding to services that benefit their residents;

NOW THEREFORE, by mutual covenant of Clearwater County and Mountain View County, it is agreed as follows:

A. DEFINITIONS

- l) In this Agreement
 - a. "Framework" means the Intermunicipal Collaboration Framework between Clearwater County and the County, as required under Part 17.2 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta.
 - b. "Services" means types of services that both parties must address within the Framework, which are:
 - i. -transportation
 - ii. -water and wastewater
 - iii. -solid waste
 - iv. -emergency services
 - v. -recreation
 - vi. -any other services that might benefit residents in both municipalities.
 - c. "Capital Costs" means new facilities, expansions to existing facilities and intensification of use of existing facilities';
 - d. "Year" means the calendar year beginning on January 1st and ending on December 31st.

B. TERM AND REVIEW

- l) In accordance with the Municipal Government Act, this is a permanent Agreement and shall come into force on final passing of the bylaws adopting this Framework by both Clearwater County and Mountain View County.
- 2) This Agreement may be amended by mutual consent of both parties.

C. INTERMUNICIPAL COOPERATION

- l) Clearwater County and Mountain View County agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as "the ICC").
- 2) It is agreed by Clearwater County and Mountain View County that the Intermunicipal Collaboration Committee shall meet at least once every four years to review the terms and conditions of the agreement.

- 3) The ICC will meet as required to develop recommendations to the respective Councils on all matters of strategic direction and cooperation related to Services affecting both Clearwater County and Mountain View County residents, except matters where other current operating structures and mechanisms are operating successfully. The topics to be discussed will include:
 - a) Long-term strategic growth plans for Clearwater County and and Mountain View County, as may be reflected in Municipal Development Plans, Area Structure Plans and other strategic studies;
 - b) Intermunicipal and regional transportation issues including the transportation corridors and truck routes;
 - c) Prompt circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality; and
 - d) The discussion of intermunicipal or multi-jurisdictional issues.
- 4) The ICC shall consist of four members, being two Councillors from Clearwater County and two Councillors from and Mountain View County.
- 5) The respective Chief Administrative Officers (CAOs), or their designate, will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the ICC to their respective Councils.
- 6) Meetings of the ICC can be called by either party to this Agreement, by serving written notice on the other party, advising the reason for requesting a meeting and providing options for meeting dates. The parties shall jointly determine a meeting date, which shall be held within thirty (30) days of the written notice being served, unless otherwise agreed to by the CAOs.

D. MUNICIPAL SERVICES

- 1) Clearwater County and and Mountain View County have agreed that each municipality will provide the following services for their residents independently of each other:

Clearwater County

- o Transportation
- o Water and Wastewater
- o Solid Waste
- o Emergency Services
- o Recreation

Mountain View County

- o Transportation
- o Water and Wastewater
- o Solid Waste
- o Emergency Services
- o Recreation

- 2) Clearwater County and and Mountain View County have a history of working together with urban municipalities either within or adjacent to their respective municipal boundaries to provide municipal services to the residents, with the following services being provided directly, or indirectly to their ratepayers:

- Clearwater County has agreements with their urban partners to provide the following services (including but not limited to):
 - Airport (through Rocky Mountain House Airport Commission)
 - Emergency Management Services (through Clearwater Regional Emergency Management Agency)
 - Family and Community Support Services;
 - Fire Suppression; (through Clearwater Regional Fire Rescue Service)
 - Library;
 - Recreation Services;
 - Wastewater (funding to Town of Rocky Mountain House);
 - Seniors' Housing (through Rocky Senior Housing Council)
 - Solid Waste and Recycling (through Rocky Mountain Regional Solid Waste Authority)

- Mountain View County has agreements with their urban partners to provide the following services (including but not limited to):
 - Cemetery;
 - Family and Community Support Services;
 - Fire and Emergency Management Services;
 - Library (through the Parkland Regional Library System);
 - Recreation Services;
 - Wastewater (through the South Red Deer Wastewater Commission)
 - Seniors' Housing (through Mountain View Seniors Housing)
 - Solid Waste and Recycling: Mountain View Regional Waste Management Commission

- 3) Clearwater County and and Mountain View County have a history of working together to provide municipal services to the residents, with the following services being provided directly, or indirectly to their ratepayers (including but not limited to):
 - Transportation:
 - Transportation services are provided independently by both municipalities.

 - Water and Wastewater:
 - Water and Wastewater services are provided independently by both municipalities.

 - Solid Waste:
 - Solid Waste services are provided independently by both Counties.

- Emergency Services:
 - o Clearwater County and Mountain View County (in partnership with the Town of Sundre) endeavour to have an on-going Fire Mutual Aid Agreement. Both Municipalities agree this Agreement will remain independent of this Framework.
- Recreation:
 - o Clearwater County and Mountain View County, jointly with several urban municipalities are members of regional library systems to provide Library services. Clearwater County and the Mountain View County are members of the Parkland Regional Library System.
 - o Both municipalities have additional funding agreements with urban municipalities within and/or adjacent to their boundaries to provide other Recreation services that are provided independently by both Counties.

E. FUTURE PROJECTS & AGREEMENTS

- 1) In the event either municipality initiates the development of a new project and/or service that would benefit from a cost-sharing agreement, the initiating municipality's Chief Administrative Officer will notify the other municipality's Chief Administrative Officer, providing the rationale as to why that project/ service has a benefit to both municipalities.
- 2) Once either municipality has received written notice of new project/service, an ICC meeting must be held within Thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 3) The ICC will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event the ICC is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.

F. INDEMNITY

- 1) Clearwater County shall indemnify and hold harmless Mountain View County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Mountain View County, its employees or agents in the performance of this Agreement.
- 2) Mountain View County shall indemnify and hold harmless Clearwater County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Clearwater County, its employees or agents in the performance of this Agreement.

G. DISPUTE RESOLUTION

- 1) In the event that one of the parties believes there is a dispute under this Framework and wishes to engage in dispute resolution, the party must give written notice to the other party of the matter of the dispute. The ICC will meet and attempt to resolve any disputes that may arise under this Framework.
- 2) In the event the ICC is unable to resolve a dispute, the ICC will appoint a mediator to attempt to resolve the dispute by mediation. The party initiating the dispute shall provide the mediator with an outline of the dispute and any agreed statement of facts along with any records, documents or information that the mediator reasonably requests.
- 3) The parties agree to meet at such reasonable times as required and negotiate in good faith to resolve the dispute.
- 4) Unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.
- 5) If the dispute has not been resolved within twelve (12) months after the notice is given under Section G.1 of this agreement, the ICC shall proceed with Arbitration under Division 2 of Part 17.2 of the Municipal Government Act.

H. OTHER PROVISIONS

- 1) **Further Assurances.** The Municipalities covenant and agree to do such things and execute such further documents, agreements and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Framework and/or any of its sub-agreements in accordance with their true intent.
- 2) **Assignment of Framework.** Neither Municipality will assign its interest in this Framework.
- 3) **Notices.** Any notice required to be given hereunder by any Municipality will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Municipality for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked.
- 4) **Entire Framework.** This Framework and any attached sub-agreements thereto constitute the entire Framework between the Municipalities relating to the subject matter contained within them and supersedes all prior understandings, negotiations and discussions, whether oral or written, of the Municipalities in relation to that subject matter. There are no warranties, representations or other agreements among the

Municipalities in connection with the subject matter of the Framework except as specifically set forth within them.

- 5) **Unenforceable Terms.** If any term, covenant or condition of this Framework and any sub-agreements attached thereto, or the application thereof to any Municipality or circumstance is invalid or unenforceable to any extent, the remainder of this Framework or the application of such term, covenant or condition to a Municipality or circumstance other than those to which it is held invalid or unenforceable, will not be affected thereby and each remaining term, covenant or condition of this Framework will be valid and enforceable to the fullest extent permitted by law.
- 6) **Amendments.** This Framework and any attached sub-agreements thereto may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Municipalities. (See also Section B of this Framework).
- 7) **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality but each remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute.
- 8) **No Waiver.** No consent or waiver, express or implied, by any Municipality to or of any breach or default by any other Municipality, in the performance by such other Municipality of their obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such Municipality. Failure on the part of any Municipality to complain of any act or failure to act of another Municipality or to declare such Municipality in default, irrespective of how long such failure continues, will not constitute a waiver by such Municipality of its rights hereunder.
- 9) **Counterparts.** This Framework and any attached sub-agreements thereto may be executed in several counterparts each of which when so executed, will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their Effective Date.
- 10) **Governing Law.** This Framework will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.
- 11) **Time.** Time will be of the essence for this Framework.
- 12) **Binding Nature.** This Framework will be binding upon the Municipalities and their respective successors and permitted assigns.

H. CORRESPONDENCE

l) Written notice under this Framework shall be addressed as follows:

a. In the case of Clearwater County, to:

Clearwater County
c/o Chief Administrative Officer
Box 550
Rocky Mountain House, Alberta T4T 1A4

b. In the case of Mountain View County, to:

Mountain View County
c/o Chief Administrative Officer
Bag #100
Didsbury, Alberta, TOM OW0

IN WITNESS WHEREOF the Municipalities have hereunto executed this Framework under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this 11 day of February, 2020 in Rocky Mountain House, Alberta.

MOUNTAIN VIEW COUNTY

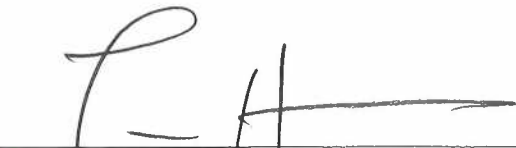
CLEARWATER COUNTY

Per:

Per:



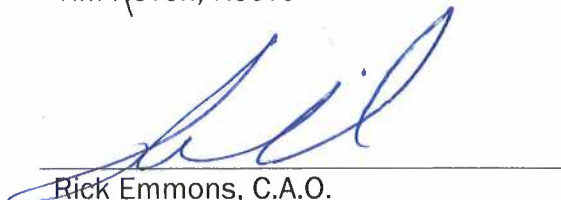
Bruce Beattie, Reeve



Tim Hoven, Reeve



Jeff Holmes, C.A.O.



Rick Emmons, C.A.O.