



BYLAW NO. 19-827
of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview No. 16, in the Province of Alberta, to establish an Intermunicipal Collaboration Framework between the County of Grande Prairie No. 1 and Municipal District of Greenview No. 16.

WHEREAS pursuant to Section 708.28 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, and amendments thereto, municipalities that have common boundaries must, within 2 years from the coming into force of this section, create a framework with each other; and

WHEREAS the County of Grande Prairie No. 1 and Municipal District of Greenview No. 16 have a common boundary with one another; and

WHEREAS pursuant to Section 708.33 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, and amendments thereto, municipalities must create a framework by adopting matching bylaws that contain the framework;

NOW THEREFORE, the Council of the M.D of Greenview No. 16, duly assembled, enacts as follows:

1. The County of Grande Prairie No. 1 / Municipal District of Greenview No. 16 Intermunicipal Collaboration Framework, attached hereto, is adopted;
2. That this Bylaw may be cited as the "County of Grande Prairie No. 1 / Municipal District of Greenview No. 16 ICF Bylaw"; and
3. This Bylaw shall come into effect upon the date of the final reading thereof.

Read a first time this 22nd day of July, 2019.

Read a second time this 26th day of August, 2019.

Read a third time and passed this 26th day of August, 2019.


REEVE


CHIEF ADMINISTRATIVE OFFICER



County of Grande Prairie No. 1

&

Municipal District of
Greenview No. 16

Intermunicipal Collaboration Framework

July 2019 – Final (as amended)

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1. Introduction
 - 1.1 It is recognized that the County of Grande Prairie No. 1 and Municipal District of Greenview No. 16 share a common border, share common interests and are desirous of collaborating to provide services to their residents and ratepayers.
 - 1.2 Furthermore, the *Municipal Government Act* requires that municipalities that have a common boundary must create a framework with one another that identifies the services 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
 - 2.1 In this Agreement
 - a. "Committee" – means Intermunicipal Collaboration Committee as defined in Section 4 of this Agreement.
 - b. "Service Agreement" – means a legally binding agreement that is signed by both Parties. E.g. a contract, memorandum of agreement, or memorandum of understanding.
 - c. "Expiry Date" – means the date that this Agreement expires which is five years from the date of passage of matching ICF Bylaws.
 - d. "Intermunicipal Development Plan" – means the County of Grande Prairie No. 1 / Municipal District of Greenview No. 16 Intermunicipal Development Plan pursuant to Section 631(1) of the *Municipal Government Act*.
 - e. "Parties" – means the County of Grande Prairie No. 1 and Municipal District of Greenview No. 16.
 - f. "Term of the Agreement" – means five years from passage of matching ICF Bylaws.
3. Term and Review
 - 3.1 In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall constitute an Agreement between the Parties and shall come into force and effect on the final passing of matching bylaws by both Parties.
 - 3.2 This Framework 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 Intermunicipal Collaboration Committee (hereinafter referred to as the 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 four (4) elected members (two from each Party).
 - 4.4 The CAO's will be responsible to develop agendas and recommendations on all matters. CAO's will be responsible for forwarding all recommendations from the Committee to their respective Councils.
 - 4.5 Further to Article 3.4 of this Agreement, either Party by giving at least 30 days notice may trigger the requirement for the Committee to hold a meeting. Meeting requests shall be directed to the CAO for the respective municipality.
5. Service Delivery
 - 5.1 When both Parties agree 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 service(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.