



**Birch Hills County & Municipal District of Greenview No. 16
Intermunicipal Collaboration Framework
Agreement**

February 2020

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1. Introduction

- 1.1 It is recognized that Birch Hills County and Greenview 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 "CAO" – means Chief Administrative Officer.
- 2.2 "Committee" – means ICF Committee as defined in Section 4 of the Agreement.
- 2.3 "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.
- 2.4 "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.
- 2.5 "Greenview" – means the MD of Greenview No. 16.
- 2.6 "Parties" – means the Birch Hills County and Greenview.
- 2.7 "Term of the Agreement" – means five year from adoption of this agreement.
- 2.8 "ICF" – means the Intermunicipal Collaboration Framework

3 Term of 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 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, 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 Intermunicipal Service Agreements

- 7.1 Birch Hills County and Greenview have agreed to provide emergency services assistance and resources when requested by the other Party as outlined in the Mutual Aid Fire Agreement, 2016. There is no term on this agreement.
- 7.2 The Mutual Aid Fire Agreement, 2016, is attached as Appendix B.

8 Land Use

- 8.1 Section 631 (1.1) of the Municipal Government Act, R.S.A. 2000, Chapter M-26, states "the Minister may, by order, exempt one or more councils from the requirement to adopt an Intermunicipal Development Plan". Pursuant to the provisions of Ministerial Order MSL:047/18 and a letter dated June 7, 2019 from the Deputy Minister stating that both parties have met the requirements for an IDP exemption, the Parties hereto are no longer required to complete an IDP.