



**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.

- 8.2 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 CAO's 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 Birch Hills County shall indemnify and hold harmless Greenview, 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 Birch Hills County, its employees or agents in the performance of this Agreement.
- 9.2 Greenview 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 Greenview, 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 Birch Hills County to:


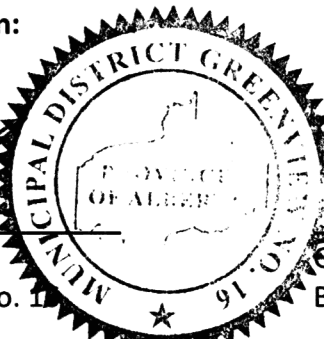
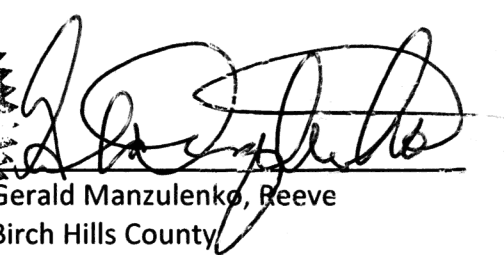
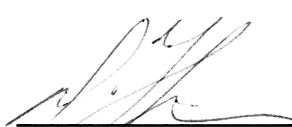
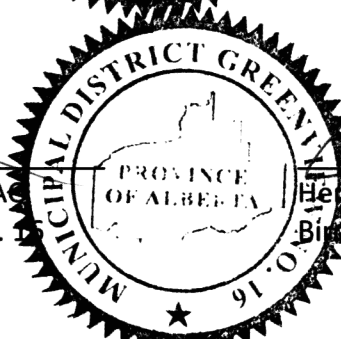
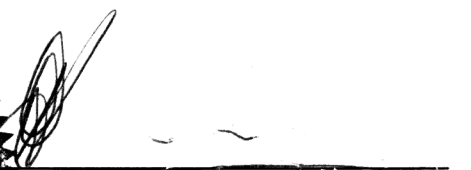
Birch Hills County
c/o Chief Administrative Officer
Box 157
Wanham, AB T0H 3P0

b. In the case of Greenview to:

MD of Greenview No. 16
c/o Chief Administrative Officer
Box 1079
Valleyview, AB T0H 3N0

13 Authorizations

Signed and dated on:

 Dale Smith, Reeve MD of Greenview No. 16		 Gerald Manzulenka, Reeve Birch Hills County
 Denise Thompson, CAO MD of Greenview No. 16		 Hermann Minderlein, CAO Birch Hills County
<u>Mar 10/2020</u> Date		<u>February 27, 2020</u> Date

Appendix "A" - Model Dispute Resolution Provisions Schedule

1. Definitions

1.1 In this Schedule.

- a. "initiating Party" means a party who gives notice under section 2 of this Schedule;
- b. "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;
- c. "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, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

4. Mediation

- 4.1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator 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, 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.

9.4 If an order of the arbitrator under section 9.2 is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

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.

MUTUAL AID FIRE AGREEMENT

THIS AGREEMENT made this 28 day of April A.D. 20 14

BETWEEN:

MD of Greenview No. 16
4806 36th Avenue
Valleyview, AB T0H 3N0

OF THE FIRST PART

Birch Hills County
4601 50th Avenue
Wanham, AB T0H 3P0

OF THE SECOND PART

WHEREAS the parties to this Agreement are both Municipal Corporations within the Province of Alberta, incorporated pursuant to the *Municipal Government Act RSA 2000, M-26*, as amended;

AND WHEREAS each party to this Agreement provides fire protection services within their respective boundaries;

AND WHEREAS each of the parties hereto acknowledges and agrees that it is desirable and to the parties mutual benefit that from time to time, each be able to provide fire protection assistance to any or all of the other parties to this Agreement;

AND WHEREAS the parties hereto wish to enter into this Agreement to formalize the systems and procedures which can be utilized in order for the parties to request mutual aid and assistance from the other party to this Agreement and to respond to such requests;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, agreements and premises set out herein, the parties hereto hereby agree as follows:

1. In this Agreement, the following words and terms shall have the following meanings:

- a) "Assistance" shall mean firefighting or fire protection services available pursuant to this Agreement. Assistance may relate to incidents which the Requesting Party does not attend or does not believe it will attend, or incidents which the Requesting Party does attend, but believes it would be prudent to require further or other forces for firefighting/protection purposes.

- b) "Claims" shall mean any and all manner of action or actions, cause or cause of action, suits, proceedings, demands, debts, dues, sums of money, costs, expenses and damages of every nature and kind arising at law, equity, statute or otherwise which any party has, had, or may have.
 - c) "Dispatch Centre" shall mean the dispatch centre taking and transferring 911 emergency fire calls related to fires within the geographic boundaries of the parties to this Agreement.
 - d) "Effective Date" shall mean _____, 2016.
 - e) "Equipment" shall mean firefighting vehicles, apparatus and equipment.
 - f) "Requesting Party" shall mean a party to this Agreement which requests Assistance from another party to this Agreement.
 - g) "Responding Party" shall mean a party to this Agreement which responds to the request for Assistance made by a Requesting Party.
2. Subject to the terms and conditions of this Agreement, any party to this Agreement may request the Assistance of another party to this Agreement.
 3. Subject to the terms and conditions of this Agreement, the parties to this Agreement agree that they will endeavor to provide Assistance to the other party to this Agreement, upon request. However, the parties hereto acknowledge and agree that there are and will be times and circumstances in which Assistance cannot be provided. Without restricting the generality of the forgoing, Assistance may be refused when the Responding Party or its designate or fire chief, or his or her designate, deems it imprudent or unsafe to provide such Assistance. At all times, whether or not Assistance will be provided, and the nature of the Assistance to be provided, if any, will be in the unfettered discretion of the Responding Party.
 4. This Agreement shall come into force and effect upon the Effective Date, and shall remain in full force and effect until each of the parties hereto withdraws from this Agreement in accordance with the provisions of this Agreement.
 5. Any one of the parties to this Agreement may withdraw from this Agreement by providing the other party with six (6) months written notice of their intention to withdraw.
 6. All requests for Assistance pursuant to this Agreement, unless dispatched by or through the Dispatch Centre, shall be directed to the authorized representative of the Responding Party. In the event that the authorized representative of the Responding Party is someone other than the Responding Party's fire chief, the authorized representative will confirm the request with the Responding Party's fire chief, or his or her designate as soon as reasonably possible. If the Responding Party's fire chief or designate cannot be contacted, the Responding Party may, but will not be required to, respond.

7. A Responding Party may, after responding to a request for Assistance, withdraw their Assistance in the event that the Responding Party, the Responding Party's fire chief, or the designate of either of them, deems it prudent or desirable to withdraw Assistance. Without restricting the generality of the foregoing, Assistance may be withdrawn if the Responding Party's Equipment or services are required elsewhere, or it is deemed to be unsafe to provide or continue providing Assistance.
8. When providing Assistance, the following command and control structure will apply:
 - a. The first fire department of a Party to arrive at the scene of an incident shall assume incident command;
 - b. In the event that a Responding Party is the first fire department to arrive at the scene of an incident, the Responding Party will assume incident command until such time as the Requesting Party's fire department arrives and is ready to assume incident command;
 - c. The Requesting Party shall have incident command over all incidents which occur within its geographic boundaries, provided that the Requesting Party's fire department is in attendance and does not relinquish incident command;
 - d. Commands and requests of an incident commander shall be communicated in accordance with the command structure of the department to whom the commands or requests are directed;
9. In providing Assistance, a Responding Party shall not be required to provide Equipment which is not owned by the Responding Party, or employees or volunteers who are not employed or usually utilized by the Responding Party.
10. It is acknowledged and agreed by the parties hereto that a Responding Party providing Assistance pursuant to this Agreement shall not be entitled to bill or charge the Requesting Party for Equipment or services, or for the Assistance, being provided. However, each party to this Agreement agrees that they will, and hereby does, indemnify and save harmless any Responding Party from which they request Assistance, in accordance with the terms and provisions of this Agreement.
11. The responding party reserves the privilege to bill the requesting party for staff costs incurred and consumables used at any event on a cost recovery basis.
12. A Requesting Party to this Agreement shall and hereby does indemnify and save harmless a Responding Party who provides Assistance to that Requesting Party from and against all Claims, of every nature and kind whatsoever including Claims arising from damaged property, or injury to persons, which arise out of, or are in anyway attributable to the provision of Assistance, except those Claims which are due to the gross negligence of any employee, volunteer or representative of the Responding Party.

13. A Requesting Party shall, and hereby does, indemnify and save harmless a Responding Party from and against all Claims relating to the injury or death to persons responding to a request for Assistance from that Requesting Party, except where caused by the gross negligence of the Responding Party.
14. Notwithstanding paragraph 10, 11 and 12 of this Agreement, the parties to this Agreement covenant and agree that a Responding Party will not in any way be liable to a Requesting Party for:
 - a. Failure to respond to a request for Assistance, or failure to provide Assistance;
 - b. Failure to respond to a request for Assistance within a certain period of time, or in a timely fashion;
 - c. Consequential, indirect, exemplary or punitive damages;
 - d. Economic loss;
 - e. Any Claims that arise as a result of a party's refusal or inability to provide Assistance;
 - f. Any Claim that arises or results from the manner in which a Responding Party provides or does not provide Assistance, save and except Claims directly arising from the gross negligence of the Responding Party while providing Assistance.
15. The Parties hereto shall, at their own respective cost and expense, maintain in full force and effect during the term of this Agreement, general liability insurance in an amount not less than \$5,000,000.00 per occurrence for personal injury and/or property damage, together with such other insurance that may be agreed to in writing by the parties hereto as being reasonable and obtainable.
16. Nothing in this Agreement, nor any of the acts of any party hereto shall be construed, implied or deemed to create a relationship of agency, partnership, joint venture, or employment as between the parties hereto, or any of them, and none of the parties have the authority to bind any other party to this Agreement to any obligation of any kind.
17. No party may assign this Agreement without the written consent of the other parties hereto.
18. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this Agreement.
19. In this Agreement, the singular shall mean the plural, and the masculine the feminine, and vice versa, as the context of this Agreement may require.
20. This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original and such counterparts shall constitute one in the same instrument, notwithstanding their date of execution.

21. In the event that any dispute arises pursuant to the terms of this Agreement, or the interpretation thereof, the parties hereto agree that, in the event that such a dispute cannot be resolved by mutual negotiations, they will submit the dispute to a third party arbitrator for a determination of the dispute pursuant to the *Arbitration Act of Alberta*. The costs of the arbitrator will be shared equally between the parties to any such dispute.
22. The parties hereto will notify their fire department officers of this Agreement so that they may become familiar with this Agreement, and its terms.
23. The parties hereto further acknowledge and agree that they will comply with all laws, rules, regulations, and codes applicable to the provision of firefighting services within the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have set their seals and hand of their proper officials in that behalf on the day herein first above written.

MD of GREENVIEW

Per: _____

Per: _____

BIRCH HILLS COUNTY

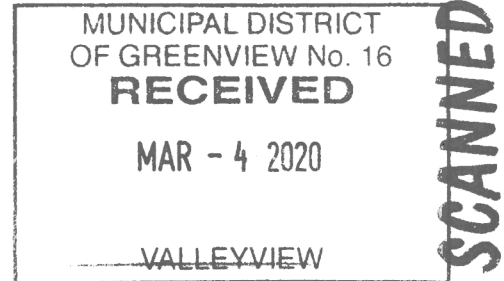
Per: _____

Per: _____



February 28, 2020

Denise Thompson, CAO
Municipal District of Greenview No. 16
Box 1079
Valleyview, AB T0H 3N0



Dear Ms. ^{Denise} Thompson,

Re: Intermunicipal Collaboration Framework (ICF) Agreement Between Birch Hills County and the Municipal District of Greenview No. 16

The (ICF) Agreement between Birch Hills County and the Municipal District of Greenview No. 16 was presented to Birch Hills County Council at their Regular Council Meeting on February 27, 2020. Following discussion, the following resolution was made and passed:

RC20-086 *"Moved by Councillor Wendland that Council authorize the Reeve and Chief Administrative Officer to sign the Intermunicipal Collaboration Framework (ICF) Agreement between Birch Hills County and the Municipal District of Greenview No. 16."*

Reeve Manzulenko and I have signed two copies of the agreement, and the County's seal has been applied. These documents are enclosed for signature and seal once approved by your Council. Please return one copy to us after this has been completed, and retain the second copy for your records.

Please thank your staff for their assistance in preparing the agreement, and feel free to contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to be "Hermann Minderlein", written over a horizontal line.

Hermann Minderlein, CAO
Birch Hills County

Enclosures: 2

Cc: Birch Hills County Council