

MUNICIPAL DISTRICT OF BIGHORN NO.8

BYLAW 11/19

A BYLAW OF THE MUNICIPAL DISTRICT OF BIGHORN NO.8, IN THE PROVINCE OF ALBERTA, BEING A BYLAW TO ADOPT THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN MOUNTAIN VIEW COUNTY AND THE MUNICIPAL DISTRICT OF BIGHORN NO.8. IN ACCORDANCE WITH THE MUNICIPAL GOVERNMENT ACT, CHAPTER M-26, RSA 2000 AS AMENDED.

WHEREAS Section 708.28(1) of the Municipal Government Act, provides that municipalities that have common boundaries must create a framework with each other;

AND WHEREAS Section 708.3(1) of the Municipal Government Act provides that a framework is not complete unless the councils of the municipalities that are parties to the framework have also adopted an intermunicipal development plan under Section 631 of the Municipal Government Act;

AND WHEREAS Section 708.33(1) of the Municipal Government Act provides that municipalities must create a framework by adopting matching bylaws that contain the framework;

NOW THEREFORE after due compliance with the relevant provisions of the Municipal Government Act, the Council of the Corporation of the Municipal District of Bighorn No. 8 in the Province of Alberta, duly assembled in Council, enacts as follows:

1. Bylaw 11/19 with attached Schedule 'A' being the Intermunicipal Collaboration Framework between Mountain View County and Municipal District of Bighorn No. 8, is hereby adopted.
2. The Intermunicipal Development Plan between Mountain View County and Municipal District of Bighorn No. 8 has been enacted upon receiving third reading of Bylaw 04/19.

READ A FIRST TIME THIS 11TH DAY OF JUNE, 2019.

READ A SECOND TIME THIS 11TH DAY OF JUNE, 2019.

READ A THIRD TIME THIS 11TH DAY OF JUNE, 2019.

REEVE

CHIEF ADMINISTRATIVE OFFICER

MUNICIPAL DISTRICT OF BIGHORN
BYLAW NO. 11/19
INTERMUNICIPAL COLLABORATION FRAMEWORK
BETWEEN
THE MUNICIPAL DISTRICT OF BIGHORN
AND
MOUNTAIN VIEW COUNTY

MOUNTAIN VIEW COUNTY

BYLAW NO. 03/19

INTERMUNICIPAL COLLABORATION FRAMEWORK

BETWEEN

MOUNTAIN VIEW COUNTY AND

THE MUNICIPAL DISTRICT OF BIGHORN

Mountain View County
Province of Alberta

Bylaw No. 03/19

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

SECTION 1 – SHORT TITLE

1.01 This Bylaw may be cited as the Municipal District of Bighorn 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 708.3(1) of the *Municipal Government Act* provides that a framework is not complete unless the councils of the municipalities that are parties to the framework have also adopted an intermunicipal development plan under Section 631 of the *Municipal Government Act*.

2.03 Section 708.33(1) of the *Municipal Government Act* provides that municipalities must create a framework by adopting matching bylaws that contain the framework.

SECTION 3 - ENACTMENT

3.01 Schedule "A" which forms part of this Bylaw shall constitute the provisions of the Municipal District of Bighorn Intermunicipal Collaboration Framework as may be amended from time to time.

3.02 The Intermunicipal Development Plan between Mountain View County and the Municipal District of Bighorn has been enacted upon receiving third reading of Bylaw No. 02/19

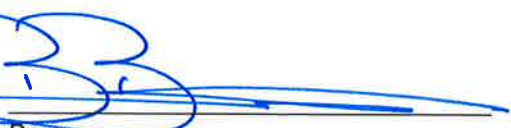
SECTION 4 - EFFECTIVE DATE

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 May 22, 2019.

Received second reading May 22, 2019.

Received third reading June 12, 2019.


Reeve


Chief Administrative Officer

June 12, 2019
Date of Signing



INTERMUNICIPAL COLLABORATION FRAMEWORK

BETWEEN:

The Municipal District of Bighorn
(hereinafter referred to as "the M.D.")

- and -

Mountain View County
(hereinafter referred to as "the County")

WHEREAS the M.D. and the County share a common border in Townships 29-31 in Ranges 5 and 6;

AND WHEREAS the M.D. and the 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 the Municipal District of Bighorn and Mountain View County, it is agreed as follows:

A. DEFINITIONS

1) In this Agreement

- a. "Framework" means the Intermunicipal Collaboration Framework between the M.D. and the County, as required under Part 17.2 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta.
- b. "Services" means those 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

- 1) In accordance with the Municipal Government Act, this is a permanent Agreement and shall come into force on final passing of the bylaws by both the M.D. and the County.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 3) It is agreed by the M.D. and the County that the Intermunicipal Collaboration Committee shall meet at least once every four years to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) The M.D. and the County agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as "the ICC").
- 2) The ICC will meet as required to develop recommendations to the respective Councils on all matters of strategic direction and cooperation affecting both the M.D. and 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 the M.D. and the County, as may be reflected in the Intermunicipal Development Plan, 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 in accordance with the IDP; and
 - d) The discussion of intermunicipal or multi-jurisdictional issues.
- 3) The ICC shall consist of four members, being two Councillors from the M.D. and two Councillors from the County.
- 4) The Chief Administrative Officers 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.
- 5) 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.

D. MUNICIPAL SERVICES

- 1) The M.D. and the County have agreed that each municipality will provide the following services for their residents:

The M.D. of Bighorn

- 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) The M.D. and the 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:

- The M.D. of Bighorn has agreements with their urban partners to provide the following services (including but not limited to):
 - o Family and Community Support Services;
 - o Fire Suppression;
 - o Library;
 - o Recreation Services;
 - o Water and Wastewater;
 - o Cemetery
 - o Seniors' Housing (through the Bow Valley Regional Housing Commission)
 - o Solid Waste and Recycling: (through the Bow Valley Waste Management Commission [Class III landfill services])

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

3) The M.D. and the 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:
 - o Transportation services are provided independently by both municipalities.
- Water and Wastewater:
 - o Water and Wastewater services are provided independently by both municipalities.
- Solid Waste:
 - o Solid Waste services are provided independently by both Counties.
- Emergency Services:
 - o The M.D. and the County have an agreement, dated July 8th, 2015, whereby the Cremona and District Fire Department provides fire response and rescue services to a portion of the M.D. Both Municipalities agree this agreement will remain independent of this Framework.
- Recreation:
 - o The M.D. and the County, jointly with several urban municipalities are members of regional library systems to provide Library services. The County is a member of the Parkland Regional Library System, while the M.D. is a member of the Marigold Regional Library System.

Both municipalities have additional funding agreements with urban municipalities within and/or adjacent to their boundaries to provide other Recreation services

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) The M.D. shall indemnify and hold harmless the 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) The County shall indemnify and hold harmless the M.D., 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 the Municipal District of Bighorn, its employees or agents in the performance of this Agreement.

G. DISPUTE RESOLUTION

- 1) 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 parties will follow the process outlined in the Model Default Dispute Resolution Provisions in the Intermunicipal Collaboration Framework Regulation, being Alberta Regulation AR 191/2017, as amended or replaced from time to time.

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

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

a. In the case of the Municipal District of Bighorn, to:

The Municipal District of Bighorn No. 8
c/o Chief Administrative Officer
Box 310, Exshaw, Alberta, T0L 2C0

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

Mountain View County
c/o Chief Administrative Officer
Bag #100
Didsbury, Alberta, T0M 0W0

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.

Executed this 29 day of July, 2019.

M.D. of Bighorn

Mountain View County

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer

ATTACHED SCHEDULES:

SCHEDULE "A": Council resolutions adopting the Framework

Schedule "A"

Resolution Number of Council for M. D. of Bighorn

R# 143/19

Resolution Number of Council for Mountain View County

RC19-341