



THE MUNICIPAL DISTRICT OF OPPORTUNITY NO. 17

BYLAW 2018-23

Being a Bylaw of the MD of Opportunity No. 17, in the Province of Alberta, for the purpose of adopting the MD of Opportunity / Mackenzie County Intermunicipal Collaboration Framework (ICF), pursuant to the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta 2000, and amendments thereto.

WHEREAS Section 708.28(1) of the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded;

WHEREAS the MD of Opportunity No. 17 and Mackenzie County share a common border;

WHEREAS the MD of Opportunity No. 17 and Mackenzie County share common interest and are desirous of working together to provide services to their residents;

THEREFORE BE IT RESOLVED, that the Council of the MD of Opportunity No. 17, in the Province of Alberta, adopts the MD of Opportunity No. 17 / Mackenzie County intermunicipal agreement, being the document attached hereto and forming part of this Bylaw.

This Bylaw comes into effect upon the date of the final Reading thereof.

READ A FIRST TIME this 14 day of November, A.D. 2018.

READ A SECOND TIME this 14 day of November, A.D. 2018.

BYLAW 2018-23 READ A THIRD TIME AND PASSED this 14 day of November, A.D. 2018.

Reeve, Marcel D. Auger

Chief Administrative Officer, William Kostiw

Intermunicipal Collaboration Framework

Between

The MD of Opportunity No. 17

and

Mackenzie County

WHEREAS, the MD of Opportunity No. 17 and Mackenzie County share a common border; and

WHEREAS, the MD of Opportunity No. 17 and Mackenzie County have reviewed their common interests and are desirous of working together when appropriate to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each County, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Counties hereto it is agreed as follows:

A. TERM AND REVIEW

1. In accordance with the Municipal Government Act, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Counties.
2. This Framework may be amended by mutual consent of both Counties unless specified otherwise in this Framework.
3. It is agreed by the Counties that the Councils shall review this Framework at least once every four years, commencing no later than 2022, the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

1. The Councils of each County shall be the forum for reviewing the Intermunicipal Collaboration Framework.

C. GENERAL TERMS

1. Both Counties agree that in consideration of the service agreements outlined in Section D, any costs in the future that require Intermunicipal agreements shall be dealt with on a case by case basis.

D. MUNICIPAL SERVICES

1. Both Counties have reviewed the services offered to residents. Based on the review it has been determined that each County will continue to provide the following services to their residents independently:

- a. Transportation
- b. Water
- c. Wastewater
- d. Solid Waste
- e. Emergency Services
- f. Recreation

E. FUTURE PROJECTS & AGREEMENTS

1) In the event that either County initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating County's Chief Administrative Officer will notify the other County's Chief Administrative Officer in writing.

F. DISPUTE RESOLUTION

1. The Counties are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
2. The Counties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
3. In the event of a dispute, the Counties agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
4. If any dispute arises between the Counties regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
5. If the Dispute Resolution Process is invoked, the Counties shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
6. Despite F(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
7. A party shall give written notice ("Dispute Notice") to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the respective Councils shall

meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the Chief Administrative Officers. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.

8. If the Counties cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.

9. Either party shall be entitled to provide the other party with a written notice ("Mediation Notice") specifying:

- a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
- b. The nomination of an individual to act as the mediator.

10. The Counties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.

11. Where a mediator is appointed, the Counties shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Counties shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Counties.

12. In the event that:

- a. The Counties do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
- b. The mediation is not completed within sixty (60) after the appointment of the mediator; or
- c. The dispute has not been resolved within ninety (90) from the date of receipt of the Mediation Notice; either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.

13. If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Counties may provide the other party with written notice ("Arbitration Notice") specifying: a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and b. the nomination of an individual to act as the arbitrator.

14. Within thirty (30) days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed

items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating party or provide the name of one arbitrator nominated by that other party.

15. The Counties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.

16. Should the Counties fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.

17. The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party's response thereto.

18. The Arbitration Act (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.

19. The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.

20. The arbitrator's decision is final and binding upon the Counties subject only a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.

21. If the Counties do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.

22. Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.

23. If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions they must be considered in the decision.

24. The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Counties.

25. On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Counties.

G. CORRESPONDENCE

Written notice under this Agreement shall be provided to the Mailing Addresses of each respective Municipality and Attention to the Chief Administrative Officers.