



AGREEMENT TO WORK TOGETHER

THE COUNCIL OF THE COUNTY OF VERMILION RIVER

AND

THE COUNCILS OF THE VILLAGES OF KITSCOTY, MARWAYNE,
DEWBERRY, AND PARADISE VALLEY

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AGREEMENT TO WORK TOGETHER
BETWEEN THE COUNTY OF VERMILION RIVER AND VILLAGES OF KITSCOTY,
MARWAYNE, DEWBERRY, AND PARADISE VALLEY

[Date], 2018

STATUS:

[STATUS] BY VILLAGE OF KITSCOTY COUNCIL
[DATE, 2018] (Motion #)

[STATUS] BY VILLAGE OF MARWAYNE COUNCIL
[DATE, 2018] (Motion #)

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Agreement to Work Together

County of Vermilion River (County) and Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley (Villages)

Whereas:

The Councils of the County of Vermilion River and the Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley are cognizant and recognize that:

Ensuring vibrant, healthy communities for their residents is of mutual concern to the parties;

Effective collaboration between municipalities enhances certainty and predictability for economic development, and promotes public confidence and sound planning and provision of services;

Public policy issues are complex and thus require coordinated responses from the parties; and

Pursuant to Section 631(1) of the Municipal Government Act, or as amended, which reads:

Intermunicipal Development Plan

631(1) Two or more councils of municipalities that have common boundaries that are not members of a growth region as defined in section 708.01 must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

Pursuant to Section 708.28(1) of the Municipal Government Act, which reads:

Framework is mandatory

708.28(1) Subject to subsection (4), municipalities that have common boundaries must, within 2 years from the coming into force of this section, create a framework with each other.

The parties wish to work together to maximize development opportunities and support strong communities in a spirit of regional cooperation in relation to matters of mutual interest.

Therefore:

The Councils of the County of Vermilion River and the Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley wish to enter into a Working Together Agreement (Agreement) to establish an Intermunicipal Liaison Committee to jointly develop Intermunicipal Development Plans (IDPs) and Intermunicipal

Collaboration Frameworks (ICFs) pursuant to the provisions and requirements of the *Municipal Government Act*, as amended.

The provisions of this agreement set out the principles and procedures that are to serve as guidelines for the joint development of IDPs and ICFs between the County and the Villages and may become part of the IDPs and ICFs, accordingly; and

The Terms of Reference under this Agreement set out the principles and procedures between the County and the Villages regarding the Intermunicipal Liaison Committee.

1. Background

- 1.1. The Municipal Government Act (the Act) is the framework for how municipalities operate in Alberta. The Act affects every resident, industry sector, and every jurisdiction in Alberta in one form or another.
- 1.2. Since 2012, the Government of Alberta carried out a review to modernize the Act. This review transformed and updated the Act and a number of regulations to better reflect the current needs of municipalities and communities. The changes came into force on October 26, 2017 and on April 1, 2018.
- 1.1. The Act provisions and requirements in Section 631(1) and establish mandatory requirements for intermunicipal collaboration
- 1.2. The Municipal Government Act has formalized intermunicipal collaboration in the form of Intermunicipal Development Plans and Intermunicipal Collaboration Frameworks, and has established them as a requirement for all municipalities in Alberta.
- 1.3. The Councils of the County of Vermilion River and the Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley, as incorporated municipalities under the Municipal Government Act have moved the below resolutions of Council in support of working together under the principles and objectives established in this Agreement pursuant to the provisions and requirements for intermunicipal collaboration under the Act in a spirit of partnership and collaboration.

2. Purpose of Agreement

- 2.1. The purpose of this agreement between the Villages and the County is to identify and set out mutually agreed upon guidelines for the preparation of Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Frameworks (ICFs) between the parties pursuant to the recommendations and requirements under the Act and regulations.

3. Principles

3.1. Respect for Area of Jurisdiction

- a. The parties shall endeavour to fulfill their responsibilities within this Agreement, while respecting each other party's area of jurisdiction.

3.2. Commitment

- a. The parties are committed to cooperating with each other in considering new legislation or regulations that may have a municipal impact.
- b. The parties share a common goal of ensuring a clear understanding of responsibilities, principles, and procedures that govern this Agreement so that each party is accountable effective communication and performance of their respective roles.
- c. This Agreement aims to strengthen the relationship between the parties and formalizes the parties' support for the principle of regional collaboration.

3.3. Prior Consultation

- a. The objective of consultation among the parties is to receive input on proposals and to identify impacts that would arise from a proposed statutory or regulatory change and its implementation.

3.4. Transparency

- a. On matters subject to discussion under the terms of this Agreement the parties make a commitment to:
 - i. ensuring that processes and procedures are conducted with openness, transparency, integrity, and accountability;
 - ii. engage and consult with residents, businesses, and stakeholder groups through meaningful, productive, and open dialog; and
 - iii. provide each other with data and information, including copies of documents and other relevant paperwork, to the extent reasonably necessary to the development of IDPs and ICFs under the Act and Regulations; and
 - iv. provide the rationale for proposed changes in legislation or regulations to enable discussion of issues related to the assignment of new and/or expanded responsibilities, as applicable.

3.5. Collaborative Approach

- b. The Villages and the County see working together as beneficial for their municipalities and the region as a whole. The parties agree to enter into and participate in a collaborative, consensus-based process to reach a shared understanding and make mutually beneficial commitments on

several issues that will be formalized as Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Frameworks (ICFs) pursuant to the provisions and requirements of the Municipal Government Act.

- c. The decision-making model in developing the IDPs and ICFs is based on consensus. Each municipality will gain the most benefit by considering what they are willing to “live with” within the context of the group and how to find opportunities to achieve success for all municipalities. The process should support future initiatives by building on successful collaborative decision-making by prioritizing the parties’ relationship over issues.
- d. Decision making will be carried out by the Intermunicipal Liaison Committee (ILC), as established by this Agreement. The ILC consists of two (2) sub-committees: the Technical Committee and the Steering Committee. The Technical Committee, which includes municipal administrative representatives, will lead the project and narrow down key items and recommendations. A Steering Committee, comprised of representatives of elected officials from each Council, will provide guidance throughout the project to ensure alignment with public interests, and connect back to the respective Councils. The Steering Committee will guide key decisions from the Technical Committee recommendations at the identified milestones.

4. Objectives

- 4.1. To establish a structure and procedures for the administration and implementation of the provisions under this Agreement.
- 4.2. To identify and establish a mutually agreed upon areas for the implementation of this Agreement.
- 4.3. To establish a growth scenarios that consider Villages and County development.
- 4.4. To establish mutually agreed upon mechanisms for the provision/expansion and funding of services within the identified areas.
- 4.5. To develop Intermunicipal Development Plans for the Villages and the County.
- 4.6. To develop Intermunicipal Collaboration Frameworks for the Villages and the County.
- 4.7. To inform revisions and updates to the Villages and the County Municipal Development Plans.
- 4.8. To identify and provide for additional areas of interest among the parties.

5. Agreement Framework

- 5.1. This Agreement is structured to satisfy the provisions and requirements for intermunicipal collaboration under Section 631(2) and Section 708.29(1) of the Municipal Government Act, as amended, and relevant regulations.

5.2. Regarding Section 631(2), this Agreement will help guide the development on Intermunicipal Development Plans requirements for the Villages and the County, as follows:

(2) An intermunicipal development plan

(a) must address

- (i) the future land use within the area,*
- (ii) the manner of and the proposals for future development in the area,*
- (iii) the provision of transportation systems for the area, either generally or specifically,*
- (iv) proposals for the financing and programming of intermunicipal infrastructure for the area,*
- (v) the co-ordination of intermunicipal programs relating to the physical, social and economic development of the area,*
- (vi) environmental matters within the area, either generally or specifically,*
- (vii) the provision of intermunicipal services and facilities, either generally or specifically, and*
- (viii) any other matter related to the physical, social or economic development of the area that the councils consider necessary,*

and

(b) must include

- (i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,*
- (ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and*
- (iii) provisions relating to the administration of the plan.*

5.3. Regarding Part 17.2, this Agreement will help guide the development on Intermunicipal Collaboration Frameworks requirements for the Villages and the County, as follows:

9(1) A framework

(a) must list

- (i) the services being provided by each municipality,*
- (ii) the services being shared on an intermunicipal basis by the municipalities, and*
- (iii) the services in each municipality that are being provided by third parties by agreement with the municipality, at the time the framework is created,*

(b) must identify

- (i) which services are best provided on a municipal basis,*
- (ii) which services are best provided on an intermunicipal basis, and*

- (iii) which services are best provided by third parties by agreement with the municipalities,*
- (c) for services to be provided on an intermunicipal basis, must outline how each service will be*
 - (i) intermunicipally delivered, including which municipality will lead delivery of the service,*
 - (ii) intermunicipally funded, and*
 - (iii) discontinued by a municipality when replaced by an intermunicipal service,*
- (d) must set the time frame for implementing services to be provided on an intermunicipal basis,*
- (e) may contain any details required to implement services on an intermunicipal basis including details in respect of planning for, locating and developing infrastructure to support the services,*
- (f) may contain*
 - (i) provisions for the purposes of developing infrastructure for the common benefit of residents of the municipalities, and*
 - (ii) any other provisions authorized by the regulations,*
- (g) must meet the requirements of Division 4, and*
- (h) must meet any other requirements established by the regulations.*
- (2) With respect to the requirements of subsection (1)(b), each framework must address services relating to*
 - (a) transportation,*
 - (b) water and wastewater,*
 - (c) solid waste,*
 - (d) emergency services,*
 - (e) recreation, and*
 - (f) any other services, where those services benefit residents in more than one of the municipalities that are parties to the framework.*

6. Inter-Municipal Development Plans (IDPs) / Collaboration Frameworks (ICFs)

- 6.1. It is the intention of the municipalities to develop Intermunicipal Development Plans (IDPs) and Collaboration Frameworks (ICFs), the terms of which would replace this section, as applicable.
- 6.2. Context
 - a. The Villages and County want to minimize competition for development opportunities, establish consistency in land development, and to facilitate Intermunicipal communication in land development matters.

- b. The Villages and County want to be future oriented in their planning efforts. For example: facilitating the installation of “urban” services for “rural” developments within the Plan Area through appropriate lot size, building location, and other relevant requirements.

6.3. Plans Objectives

- a. The Plans will set out an intermunicipal planning area with guidelines for the type of development, infrastructure, transportation systems and timing for development to satisfy the provisions and requirements for intermunicipal collaboration under Section 631(2) and Section 708.29(1) of the Municipal Government Act, as amended, and relevant regulations.
- b. As much as possible, the Plans will reflect the philosophies of the Villages and County with respect to development.
- c. It is the intention of the parties to have the Plans completed by April 1, 2020.

6.4. Application of Inter-Municipal Development Plans (IDPs) / Collaboration Frameworks (ICFs)

- a. The Villages and the County agree that the Plans apply to lands as identified within each IDP/ICF Plan Area.
- b. The Villages and County agree that the Plans will provide policies and guidelines for:
 - i. the development of roads, services, infrastructure;
 - ii. residential, commercial and industrial development;
 - iii. community services -fire, policing, etc.;
 - iv. the sharing of capital and operating costs associated with a new development;
 - v. the sharing the revenue generated by a new development;
 - vi. economic development;
 - vii. parks, recreation and culture;
 - viii. social services;
 - ix. intermunicipal issues;
 - x. annexations;
 - xi. dispute resolution; and
 - xii. plan implementation.

6.5. Implementation of the Plan

- a. The Villages and County will establish an Intermunicipal Liaison Committee (ILC) to serve as the Joint Planning Committee during the development of the plans pursuant to Section 9 of this Agreement.

- b. The ILC will act as an advisory body to the Villages and the County Councils on the matters set out in d (ii) above, and other issues related to the preparation of the Plan.
- c. The ILC will identify respective Plan Areas for the development of the Plans.
- d. The ILC will come into effect after the Plans are complete and in force and will submit recommendations to the Councils, striving for consensus as much as possible.

6.6. The Liaison Committee has the following functions:

- a. Those functions and procedures outlined in the “County of Vermilion River and the Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley Intermunicipal Liaison Committee Terms of Reference”.
- b. to clarify the intent and interpretation of the Plans;
- c. to develop specific strategies related to the provision of infrastructure, service provision, cost sharing, and other intermunicipal collaboration matters that reflect the policies and guidelines set out in the Plans for any proposed new development in the Plan Areas;
- d. to review and comment on applications to amend the Plans; and
- e. to undertake such other matters as are referred to it by either Council.
- f. The Villages and the County agree that, once the Plans are complete, each municipality’s Development Authority will notify the respective ILC of an application within the relevant Plan Area.
- g. Each municipality’s Development Authority will respond to an application within their own boundaries in the Plan Area in accordance with the Plans.
- h. Depending on the nature of the proposed development, the respective Liaison Committee may provide recommendations related to the proposed development.
- i. The Villages and the County agree that they will amend their respective Land Use Bylaws to reflect the agreed upon concepts set out in the Plans.

6.7. Annexation Criteria

- a. If annexation is proposed, the County and the Villages agree to negotiate in the spirit of cooperation an arrangement that is acceptable to the interested municipalities.
- b. The Villages and the County agree that if they are unable to reach consent on an annexation application, they will continue to honor all existing agreements that were made by the parties prior to the annexation application. For example, these agreements might include sharing the costs of infrastructure, roads, water, sewer, people services, etc.
- c. There is a recognition of the periodic need for urban expansion of the Villages and the need to engage in an annexation negotiation process in a

positive, orderly, timely, and agreed upon manner, once a clear and present need is established through a Joint Growth Study.

- d. The County and the Village with an interest in annexation shall engage in a Joint Growth Study prior to entering an annexation negotiation process.
- e. In determining the timing, size, and location of an annexation area, the outcomes identified through a Joint Growth Study will be considered.
- f. A Joint Growth Study will serve to inform the annexation negotiation process regarding the following:
 - i. Justifiable and mutually agreeable current and future growth rates. Growth rates are defined at the rate at which land is consumed for residential, commercial, and industrial purposes normally expressed in acres per year over a 30-year horizon.
 - ii. Availability and cost of servicing. The physical and economic feasibility of extending Village services to specific areas within the County in a logical, reasonable, and cost effective manner.
 - iii. Adequacy of transportation systems to accommodate new development. The annexation area should be either serviced with road network or be able to be serviced with a logical extension of existing road networks.
 - iv. Landownership patterns. The annexation should follow legal boundaries or natural features where possible to avoid creating a fragmented pattern of Landownership.
 - v. Local support. Annexation should as much as possible have the concurrence of the Landowners involved.
 - vi. Consistent with local plans. The annexation should be consistent with the policies of the Plans, the respective Municipal Development Plans, and any area structure plan or other study. Planning for annexations should consider a 30-year horizon for land needs.
 - vii. Logical extension. The annexation should be a logical expansion of the Village and may include developed areas.
 - viii. Agricultural mill rates. The annexation should not dramatically alter the taxes collected from agricultural lands in the annexation area simply because of annexation. The two municipalities may look at harmonizing their agricultural mill rates.
 - ix. Any other matter that both Councils consider necessary.
- g. For any land within the respective Plan Area, the County and the interested Village may establish agreements separate from, or supplemental to the Plans; the terms of which being for the purpose of either delaying, avoiding, or fixing a time-frame for annexation.
- h. The County and the Villages favour periodic annexations involving smaller amounts of land occurring on an as-needed basis rather than a large and complex one-time annexation.

- i. Each municipality shall manage land uses in lands identified in the Plans as suitable for municipal servicing and development from land use and developments, in such manner that it does not unduly interfere with and create conflict with future urbanization.
- j. The Villages and the County shall follow the annexation process as outlined in the Municipal Government Act current at the time an annexation application is made.
- k. In the event of annexation where land is not currently serviced by the interested Village, the Village may enter into an agreement to compensate the County for the existing municipal portion of property taxes on a descending scale as outlined in the relevant Intermunicipal Collaboration Framework.
- l. Agreements between a Village and the County to service land in the County within the relevant Intermunicipal Collaboration Framework shall address annexation.

7. Adoption Process

- 7.1. the parties agree to the procedure outlined in “Schedule B” in the of IDPs and ICFs preparation process.

8. Agreement Duration

- 8.1. This Agreement will remain in effect from the day that it is executed by the parties through resolution of Council to the satisfaction of the requirements under Section 708.3(1) of the Municipal Government Act, as follows:

708.3(1) A framework is not complete for the purposes of section 708.29 unless the councils of the municipalities that are parties to the framework have also adopted an intermunicipal development plan under section 631 or an intermunicipal development plan is included as an appendix to the framework.

- 8.2. For additional matters of mutual interest to all or some of the parties under the provisions of the Act and regulation, which may remain without agreement by 1 April 2020, this Agreement will remain pursuant to review procedures under Section 12 of this Agreement to satisfy the provisions under Section 6.1, above.

9. Administration Provisions

- 9.1. These provisions are made pursuant to Section 631(1) of the Alberta Municipal Government Act 2000, as amended.
- 9.2. Establishment of the Intermunicipal Liaison Committee
 - a. The Villages and the County agree to establish an Intermunicipal Liaison Committee dedicated to fostering cooperation and communication

between the municipalities at the political level to address issues of common concern. This Intermunicipal Liaison Committee also will serve as the Joint Planning Committee for the IDPs and ICFs.

- b. The Intermunicipal Liaison Committee will come into effect upon passing Motions from Councils appointing members to the Committee and Sub-Committees.
- c. The purpose of the Intermunicipal Liaison Committee (ILC) is to provide for the joint development of Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Frameworks (ICFs) in a spirit of regional collaboration by submitting recommendations to the Villages and County Councils, and striving for consensus as much as possible.
- d. The composition of the Intermunicipal Liaison Committee shall consist of elected officials from Councils party to this Agreement and respective Administrations. The number of representatives on the Committee shall be left to the discretion of each municipality, unless determined otherwise by mutual agreement.
- e. The Intermunicipal Liaison Committee will come to an agreement establishing the parameters of the ILC and how the ILC would conduct its business that will be contained in the "County of Vermilion River and the Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley Intermunicipal Liaison Committee Terms of Reference". The "Terms of Reference" shall include matters of operational procedures, record keeping, and reporting for the municipalities working together.
- f. It is intended that the Intermunicipal Liaison Committee not have any formal decision-making powers. Its primary role is to provide an opportunity to meet and discuss issues of mutual interest.

9.3. Intermunicipal Liaison Committee functions

- a. To serve as a Joint Planning Committee for identifying and developing the specific strategies for collaboration in matters outlined within the Act and other areas of mutual interest related to the development of IDPs and ICFs under the Act and Regulations that reflect the principles set out in this Agreement;
- b. To review and comment on recommendations provided by and provide direction to the Technical Committee the during the development of the IDPs and ICFs; and
- c. To undertake such other matters as are referred by a party Council.

9.4. Administrative Agencies

- a. Responsibility for implementation of the provisions of this Agreement is vested with each municipality respecting lands contained within its own boundaries.
- b. Responsibility for the day-to-day administration falls within the powers of each municipality in accordance with their own policies, Land Use Bylaw, and standards.

- c. The Villages and the County will continue to be responsible for subdivision and development permit approvals within their boundaries. Likewise, applications to adopt or amend any statutory plan (e.g., Municipal Development Plan, Land Use Bylaw, Area Structure Plan, or similar) will be received and processed by the municipality where the subject lands are located.
- d. Each municipality's subdivision or development authority will respond to applications on lands contained within its own boundaries abutting an adjacent municipality in accordance with the goals, principles, and procedures contained in this Agreement.

10. Intermunicipal Liaison Committee and Administration Communications Protocol

- 10.1. The Villages and the County agree to engage in continual communication as one of the most effective means of averting or minimizing intermunicipal conflict.
- 10.2. The protocols and procedures established within the "County of Vermilion River and the Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley Intermunicipal Liaison Committee Terms of Reference" for the Technical and Steering Committees, as amended, hereby adhere to in this Agreement.
- 10.3. Either the ILC Steering or Technical Committee may request more information in relation to any matter brought before it in order to render an informed decision or recommendation.
- 10.4. Information Sharing
 - a. The parties shall cooperate in the development and distribution of information required for effective implementation of this Agreement. Confidentiality of information will be respected, as described in Schedule A.

11. Dispute Resolution and Mediation Procedures

- 11.1. Any disputes regarding the interpretation or application of the provisions under this Agreement should be addressed and resolved through any of the following mechanisms, either singularly or in combination with each other:
 - a. Administrative Review
 - b. Intermunicipal Liaison Bilateral Committee
 - c. Municipal Councils
 - d. Mediation
 - e. Arbitration
- 11.2. The dispute resolution process, pursuant to Section 690 of the Municipal Government Act, is outlined below. The emphasis of the dispute resolution process is mediation at the

municipal level in a spirit of good faith and collaboration. This process is based on an assumption that the interested parties have significant differences of opinion and that third-party assistance is necessary to help resolve the disputes.

- 11.3. Consideration of the rights of Landowners who may be the object of an intermunicipal dispute is a principle of dispute resolution. Thus, throughout the various processes and procedures outlined herein, it is important that municipalities with an interest in the matter, as well as all parties engaged to resolve intermunicipal disputes, are mindful of and respect the rights of the private interests involved.
- 11.4. A dispute is hereby defined as any statutory plan or land use bylaw or amendment thereto that is given first reading by a Council, which the other Council deems to be inconsistent with the goals, objectives, and procedures of this Agreement.
- 11.5. Disputes can only be initiated by the Council of either the County or a Village with an interest in the matter under dispute.
- 11.6. Disputes, as identified in 11.4, may be addressed and may be resolved through any of the following mechanisms, either singularly or in combination with each other:
 - a. Administrative Review
 - b. Intermunicipal Liaison Bilateral Committee
 - c. Municipal Councils
 - d. Mediation
 - e. Arbitration
 - f. Municipal Government Board Appeal Process
 - g. Courts
- 11.7. In the event of a dispute, the initiating municipality will not give approval to the matter being disputed in any way (i. e., public hearing, second, or third reading) until the dispute is past the mediation stage.
- 11.8. The time limitations and legislative requirements as may be specified from time to time in the Municipal Government Act will be respected in relation to the administration of this dispute resolution procedure.
- 11.9. Dispute Resolution Process
 - a. Administrative Review
 1. The initiating municipality (i. e., the affected municipality) will notify and provide complete information concerning the disputed matter. The responding municipality (i. e., the neighbouring municipality) will undertake an

evaluation of the matter and provide comments to the administration of the initiating municipality.

2. The Administrations with an interest in the matter under dispute shall meet to discuss the issue and attempt to resolve the matter within thirty (30) days of the receipt of the notification.
3. If the Administrations resolve the issue, the responding municipality will formally notify the initiating municipality and withdraw the dispute notification and the initiating municipality will take the appropriate actions to address the disputed matter.
4. In the event that the dispute cannot be resolved at the administrative level, either Administration can refer the matter to the relevant Intermunicipal Liaison Bilateral Committee.

b. Intermunicipal Liaison Bilateral Committee

- i. Upon the referral of a dispute, an Intermunicipal Liaison Bilateral Committee will schedule a meeting within thirty (30) days of the receipt of the notification and the Administrations of the County and the Village, will present their positions on the matter to the Intermunicipal Liaison Committee.
- ii. At said meeting, after considering the dispute, the Intermunicipal Liaison Bilateral Committee may:
 1. provide suggestions back to their Administrations with revisions to the dispute item(s) making it more acceptable to the municipalities with an interest in the matter under dispute;
 2. bring back for review any matter under dispute that has been revised within thirty (30) days of the submitting of recommendations to Administrations to ensure resolution of the matter;
 3. if possible, agree on a consensus position of the Intermunicipal Liaison Bilateral Committee in support of or in opposition to the matter under dispute, to be presented to the respective Councils; or
 4. conclude that no initial agreement can be reached and that a consensus position of the Intermunicipal Liaison Bilateral Committee will not be presented to the Councils with an interest in the matter under dispute.
- iii. If agreed to by the engaged municipalities, a facilitator may be employed to help the Committee work toward a consensus position.

- iv. If a proposal cannot be satisfactorily processed following an ILC review, then that proposal will be referred to the respective Councils.

c. Municipal Councils

1. After receiving the recommendations of the Intermunicipal Liaison Bilateral Committee with respect to a particular proposal, each Council will establish a position on the proposal within thirty (30) days of the receipt of the recommendations.

2. At said meeting:

1. if the municipal Councils with an interest in the matter under dispute support a proposal, then the proposed processes can be completed. If neither Council supports the proposal, then no further return will be required.
2. the Joint Councils may request additional information or expert opinions or advice as needed to assist them in resolving the dispute. If an agreement is reached at the Joint Council Meeting, it will be ratified by Council resolutions.

3. If the engaged Councils cannot agree on a proposal, then the matter may be referred to a mediation process within thirty (30) days of the receipt of the holding of the meeting.

4. In the event that the affected municipalities resort to mediation, the initiating municipality will not give approval in the form of second and third readings to appropriate bylaws until mediation has been pursued.

d. Mediation

1. The following will be required before a mediation process can proceed:

1. agreement by the Councils with an interest in the matter under dispute that mediation is necessary;
2. appointment by the respective Councils of an equal number of elected officials to participate in a mediation process within thirty (30) days of the receipt of the notification of agreement to mediate;
3. appointment, at equal cost to the engaged municipalities, of an impartial and independent mediator agreed to by the municipalities; and
4. approval by the municipalities of a mediation schedule, including the time and location of meetings and a deadline for the completion of the

mediation process within thirty (30) days of appointment of a mediator.

- 2.If agreed to by the engaged municipalities, any members of the Bilateral ILC or administrative staff from either municipality, who are not participating directly in the mediation process, may act as information resources either in or out the mediation room.
- 3.All participants in the mediation process will be required to keep details of the mediation confidential until the conclusion of the mediation (see Schedule A).
- 4.At the conclusion of the mediation, the mediator will submit a mediator's report to the Councils with an interest in the matter under dispute within thirty (30) days of the receipt of the conclusion of the mediation proceedings.
- 5.If a mediated agreement is reached, then that agreement will be referred to the Councils party to the mediation for action. The respective Councils will also consider the mediator's report and the respective positions of the municipal Administrations with respect to the mediated agreement. Any mediated agreement will not be binding on either municipality until formally approved by their respective Councils.
- 6.If no mediated agreement can be reached or if the Councils party to the mediation do not approve a mediated agreement, then the appeal process may be initiated within thirty (30) days of the receipt of the mediator's report.

e. Municipal Government Board Appeal Process

- 1.In the event that the mediation process fails, the initiating municipality may pass a bylaw to implement the proposal (e.g., a bylaw amending an area structure plan).
- 2.If the initiating municipality passes a bylaw to implement the proposal, then the responding municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the Municipal Government Act.
- 3.The responding municipality must file a notice of appeal with the Municipal Government Board and give a copy of the notice of appeal to the initiating municipality within thirty (30) days of the passage of the disputed bylaw.

f. Courts

- 1.The process for review of a municipal dispute is defined by Provincial Legislation.

12. Review of Agreement

- 12.1. The Villages and the County agree that this Agreement shall be reviewed and updated to reflect the agreements developed under this Agreement as they are executed by the parties.
- 12.2. The Villages and the County agree that the agreements developed under this Agreement to Work together are based on their current relationship and they acknowledge that their relationship may change over time. In order to maintain the currency of the agreements, the Villages and County agree to review any or all of the agreements on an as needed basis until their formalization into Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Frameworks (ICFs), accordingly.
- 12.3. Once adopted, it will be the provisions and procedures within Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Frameworks (ICFs), respectively, which will govern the review of agreements.

AGREEMENT TO WORK TOGETHER BETWEEN THE COUNTY OF VERMILION RIVER AND VILLAGES OF KITSCOTY, MARWAYNE, DEWBERRY, AND PARADISE VALLEY

IN WITNESS WHEREOF to make best efforts to adhere to the terms established in this Agreement, the parties have executed this Agreement on this ____ day of _____, 2018

THE COUNTY OF VERMILION RIVER

Per: _____

Reeve

Per: _____

Chief Administrative Officer

THE VILLAGE OF KITSCOTY

Per: _____

Mayor

Per: _____

Chief Administrative Officer

THE VILLAGE OF DEWBERRY

Per: _____

Mayor

Per: _____

Chief Administrative Officer

THE VILLAGE OF PARADISE VALLEY

Per: _____

Mayor

Per: _____

Chief Administrative Officer

THE VILLAGE OF MARWAYNE

Per: _____

Mayor

Per: _____

Chief Administrative Officer

Schedule "A"

Confidentiality

For the purposes of Section 6.3, "confidential information" means all information or material discussed, presented, generated, or shared in the course and in relation to the development of Intermunicipal Development Plans and Intermunicipal Collaboration Frameworks under this Agreement that is of a proprietary or confidential nature, regardless whether it is identified as proprietary or confidential or not.

The parties shall treat as confidential and safeguard, either during or after the term of this Agreement, any confidential information acquired by or produced through the performance of this Agreement and shall not use or disclose to any person, firm, corporation or municipality, either directly or indirectly, any such Information without first obtaining the written permission of the other party with an interest in the matter.

The parties understand and agree that this Agreement and any materials or information provided through the performance of this Agreement may be subject to disclosure pursuant to the provisions of the Freedom of Information and Protection of Privacy Act.

Nothing in this Agreement affects the application or operation of the Freedom of Information and Protection of Privacy Act.

Schedule “B”

Adoption Process

Section 636(1) of the Municipal Government Act, or as amended, makes provision to ensure any affected person has an opportunity to provide input during the preparation of statutory plans. This would include landowners in the Plan Area in the Villages and the County, other affected landowners that may be identified, and municipal authorities. To achieve this, the parties agree to following procedure in the preparation of IDPs and ICFs process:

1. The identification and discussion of review items between the municipalities. Those discussions will become part of the preparation of the IDPs and ICFs documents;
2. An updated draft of the Intermunicipal Development Plan containing policies agreed to by the Intermunicipal Liaison Committee, presented to the Villages and County Councils;
3. Joint public input session(s), as required and advertised under the Act, with representatives of the Villages and the County;
4. If required after the public input session, further refined drafts of the documents can then be prepared for municipal review;
5. If the respective Councils are satisfied with the proposed plans, statutory public hearings can be conducted in accordance with MGA notification and advertising requirements. The plans may be adopted on the same date, after the public hearings.