

AN INTERMUNICIPAL COLLABORATION FRAMEWORK



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BACKGROUND

The municipalities within the Special Areas region share a long history of cooperation and collaboration in the development of regional partnerships for special projects and initiatives, capital acquisitions and shared service delivery agreements. Municipalities within the Special Areas region have already developed - or are members of – several successful joint initiatives.

The Town of Hanna (“the Town”) and the Special Areas Board (“Special Areas”) collaborate on the following:

- Big Country Waste Management Association
- Disaster Services Mutual Aid
- Fire Agreement with The Town Fire Department
- Acadia Foundation Seniors Housing Authority
- Henry Kroeger Regional Water Services Commission
- Hanna & District Medical Corporation
- Hanna Learning Center
- Palliser Regional Municipal Services
- Palliser Economic Partnership
- Cactus Corridor Economic Development Corp.

These services and partnerships were developed on a basis of regional and local need where the member municipalities perceived benefits from collaboration.

In addition to the various regional partnerships, intermunicipal service agreements have been developed between Special Areas and the Town for the provision of shared services, including road and airport maintenance, fire, planning, provision of recreation services, FCSS program delivery and others.

PURPOSE OF THE FRAMEWORK

It is becoming increasingly evident the future success, viability and sustainability of rural municipalities will only be possible by continuing to maintain and build on a collaborative approach to service delivery. This Framework establishes principles and guidelines to support open and robust communication and cooperation in the identification and development of current and future intermunicipal and regional partnerships. It provides a means for integrated and strategic planning for service delivery, with the intention of achieving efficiencies while balancing benefits and burdens between municipal partners. The Framework clearly lays out a fair and respectful process the municipal partners will use to deal with differences which may occur from time to time.

COMMITMENT TO CONSULTATION AND COOPERATION

Collaboration encourages municipalities to continue consulting with one another and stresses cooperation. The partners' intention within the context of this Framework is to create protocols which formalize, streamline and help advance areas of intermunicipal interest and relevance.

The Framework provides a means of exploring opportunities and developing common solutions or responses to service delivery gaps or challenges effecting the region. It encourages communication at all levels of the respective municipal organizations to ensure opportunities are recognized and explored to their fullest potential.

PHILOSOPHY AND PRINCIPLES

The core principles of this Framework are:

1. To recognize and share the vision and priorities of each of the partnering municipalities toward community enhancement;
2. To ensure open and respectful communication between the partners;
3. To embrace the differences in the respective partners, and utilize this diversity to develop more responsive and robust services for the region;
4. To ensure the success and sustainability of the region while maintaining the local autonomy of each partner;
5. To create an open and transparent relationship based on mutual respect and trust;
6. To support the development of a collective vision for the future;
7. To maintain a long-term outlook by continually seeking, identifying and developing opportunities for future collaborative efforts; and
8. To rise above municipal boundaries and 'politics' in the provision of cooperative rather than competitive services.

ROLES AND RESPONSIBILITIES:

The Role of Council/Board

Each Council/Board retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative, their interests must be considered to insure the impacts of services and actions taken in a regional context have the desired results and support the sustainability of the region. Each Council/Board affirms their commitment to increased cooperation and will drive the need for increased communication at administrative and staff levels. Furthermore, this Framework signals a shift towards maximizing a regional perspective in local decision

making by recognizing and facilitating the value of the municipalities working together and harmonizing their interests.

The Role of CAO, Chair and Administration

The CAO (the Town of Hanna) and Chair (Special Areas Board) are principally responsible for maintaining the Framework, its delivery and durability. Administration brings continuity to the relationship between the municipalities, initiating communication on an as needed basis and ensuring staff members adhere to the principles of the Framework. The CAO/Chair of each municipality are the “conduits” of the agreement by which intermunicipal information flows and is managed.

The Role of Staff

Staff at all levels are responsible to ensure the principles of the Framework are carried out operationally. Staff will work with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will raise issues and are accountable for informing the appropriate levels of authority about matters requiring attention for the mutual benefit of the municipalities.

Intermunicipal Relationship Protocol

The municipalities recognize a joint commitment to building a successful working relationship. This involves ensuring each municipality’s elected officials, senior staff and operational staff understands the protocols of the Framework.

Since departmental divisions and responsibilities are not always fully aligned, each municipality will ensure all senior staff are kept aware about the function of their counterparts in the other municipality. Understanding of, and coordination with, their counterparts will be regarded as a core competency for all senior staff.

The municipalities will:

- Include a commitment to intermunicipal cooperation at all levels of the organization:
 - Councillors will be asked to review the Framework upon election and commit to their understanding of its intention,
 - CAO/Chair as the connection between elected officials and operations,
 - Senior Administration from each municipality will meet at least once each year to identify and discuss areas where cooperation or partnership agreements may exist,
 - Each municipality will ensure new staff receives information about cooperation and collaboration between the municipalities. This should include specific information relevant to all areas of operations that include collaborative arrangements impacting specific staff.

- Each municipality agrees to keep the other informed of their vision and any strategic changes within their municipality. The municipalities will seek to align their visions in areas where there may be collaborative or cooperative opportunity. Municipalities will set their visions regarding the general benefit of the region and its residents.
- The municipalities will promote collaborative successes, jointly when possible, at municipal functions and to the Province.
- The municipalities agree any confidential data or other information obtained by them through the course of this Framework shall not be disclosed or made known to anyone employed by them, except for the purpose of furthering the Framework or to any member of the public, unless expressly approved.

Once a matter has been identified, it will be brought to the attention of one of the CAO/Chair and they will determine if the matter is intermunicipal in nature.

The CAO/Chair may decide to:

- Address the matter at an administrative or operational level if appropriate,
- Gather more information,
- Purposefully put the matter aside, or
- Develop a dispute resolution strategy as per the protocol.

DISPUTE RESOLUTION GUIDELINES

The municipalities recognize the need for a joint understanding regarding how to address disputes when either partner is of the opinion a disagreement or conflict has arisen. The municipalities shall seek to resolve the dispute at the earliest possible opportunity, in a quick, inexpensive and uncomplicated manner using agreed upon guidelines. They also agree to promote maintaining a smooth working relationship even when the disagreement survives.

It is acknowledged the processes in this protocol are in addition to, and do not replace, processes and remedies provided in legislation or under existing agreements between the municipalities.

The dispute resolution process and timelines will occur as follows:

- If an elected official, member of Administration or staff thinks a disagreement or dispute has arisen, the matter will be brought to the attention of the CAO/Chair. The CAO/Chair will investigate the potential dispute and inform the other municipality's CAO/Chair. Once that occurs, the matter may be resolved directly between the municipalities through informal discussions.

- If the problem identified is not resolved through informal discussions, the municipalities agree to address it using the following processes outlined in the Framework.
 - The municipalities have identified the attributes of a mediated process (facilitated negotiation) as a preferential process to be encouraged. The municipalities may, by agreement, proceed directly to mediation without first exhausting an unassisted negotiation process.

Negotiation

The municipalities will identify appropriate personnel who are knowledgeable with respect to the issue and those staff will negotiate in good faith to find a solution. Those in the negotiation will seek an integrated outcome in the decisions they make. An integrated outcome is one in which the parties elect to work together and seek an outcome that accommodates, rather than compromises, the interest of all the parties. Negotiators will seek to obtain a resolution by clearly articulating the interest of their municipality and identifying solutions that meet the interest of all the municipalities.

Mediation

If the issue cannot be resolved through negotiation, the municipalities will find a mutually acceptable facilitator within fifteen (15) days of the mutual agreement the dispute cannot be resolved through formal negotiations.

For assistance finding an acceptable facilitator, the municipalities may consult the Municipal Dispute Resolution Services at Alberta Municipal Affairs or may consult the Alberta Arbitration and Mediation Society (“AAMS”). Facilitation will begin within fifteen (15) days of the engagement of the facilitator.

During the facilitation process the municipalities retain power over the substantive outcome of the negotiation and the facilitator is simply responsible for the governance of the facilitation process. The cost of the facilitation process will be shared equally between the municipalities unless recommended otherwise by the facilitator.

Final Proposal Arbitration

If the issue cannot be resolved through facilitation, the municipalities agree to have the matter resolved by final proposal arbitration using a single arbitrator. In final proposal arbitration, the arbitrator must conduct the proceedings on the basis of a review of written documents and written submissions only and must determine each issue by selecting one of the final written proposals submitted by either of the municipalities respecting that issue; no written reasons are to be provided by the arbitrator.

If the municipalities can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator. If they cannot agree on a mutually acceptable arbitrator, each municipality will produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration will proceed using that arbitrator. If a mutually agreeable arbitrator is not found, the Alberta Arbitration and Mediation Society will make the selection of an appropriate practitioner.

Subject to the above definition of final proposal arbitration, the arbitrator will be governed by principles of natural justice and fairness and may make rules and procedures (including reasonable time limits), as the arbitrator shall see fit.

MUNICIPAL SERVICES

Special Areas and the Town have a history of working together to provide enhanced municipal services to their residents, with the following services being provided to their ratepayers either independently or on a shared-service basis:

Transportation

- Transportation services are provided independently by both municipalities.
- Special Areas provides informal operational assistance in the maintenance of some of the local roads that lead into the Town namely:
 - ½ mile of Fox Lake Trail
 - ½ mile of Cemetery Road
 - ½ mile of Snake Trail/Dump Road
 - ½ mile of South Entrance Road
 - ½ mile of East Access Road

Water and Wastewater

- Water and Wastewater services are provided independently by both municipalities
 - Henry Kroeger Regional Water Services Commission
 - Both municipalities, along with additional partners, are members of the Commission. The objective of the Commission is to supply potable water to each of the member municipalities. Each municipality has signed a Water Supply Agreement with the Commission and each are bound by the terms of the Bylaws of the Commission.
 - The Henry Kroeger Regional Water Services Commission Regulation was approved by the Province of Alberta in 2007.

- Solid Waste Management
 - Solid waste collection services are provided for independently by both municipalities.
- Big Country Waste Management Association
 - Both parties (along with additional partners) are members of the Association which was incorporated in 1986. The Association is responsible for the management and operations of Waste Transfer Sites and transportation of materials to a central landfill site near Youngstown. Funding provided is requisition based on both per capital and equalized assessment formula. There is no managing partner for the Association.

Emergency Services

- Bylaw Enforcement
 - Bylaw enforcement services are provided independently by both municipalities.
- Disaster Services Mutual Aid
 - Special Areas and the Town (along with other partners) have a Disaster Services Mutual Aid Agreement, dated September 2000. The Agreement provides for the provision of mutual aid services in the event of a disaster or emergency on a cost-recovery basis. As a mutual aid agreement, there is no managing partner.
- Red Deer 911
 - Special Areas and the Town (along with other partners) contract Red Deer 911 to provide Fire and Emergency dispatch services. The contract is with each municipality individually and payment for services is based on a per capita cost basis.
- Fire Services Agreement
 - Special Areas and the Town have a Fire Services Agreement signed in 2000. The Agreement provides for the provision of Fire Services by the Town Fire Dept. to the Special Areas on a cost-shared basis as set out in the terms of the Agreement. The agreement is jointly managed by the Town and Special Areas.

Recreation

- Operation of Recreation Facilities
 - The Town and Special Areas independently operate a number of recreational facilities.
- Special Areas Annual Recreation Grants
 - Special Areas adopted a Recreation Funding Policy (updated in 2017) which provides annual operating support for various recreational facilities within the Special Areas. Funding support for the Town is provided for the following facilities: Arena, Community Centre, Swimming Pool, Ball Diamonds/Parks and Playgrounds, and an unconditional allocation for general Recreation Services.
 - This funding is provided by a millrate applied against all properties in the Special Areas and then allocated to regional recreation boards. These recreation boards utilized a facility by facility point based system to allocate funding to all recreation facilities in their portion of the Special Areas. As this is a millrate based activity funding does fluctuate with changes in the assessment base to which the recreation levy is applied.
- Special Areas Industrial Tax Transfer
 - Special Areas Board through provisions of MGA S.594 transfers a portion of the industrial property tax it collects to the other municipal entities within its boundaries.
 - The allocation for the Town is \$200,000 (amount established 2013).

Other Services

- Airport
 - The Town and Special Areas have an Airport Operating Agreement (signed August 2016). The Agreement establishes terms for the seasonal maintenance of the Airport runway, and major facility maintenance and capital improvement costs are shared between the two municipalities. The Town is the managing partner for the Agreement.
- Acadia Foundation
 - The Town and Special Areas (along with other partners), are members of the Acadia Foundation, which operates and provides seniors housing services to the region. Funding is provided by a requisition to the members municipalities on an equalized assessment-based formula. There is no managing partner of the Association.

- Cemetery
 - Municipal Cemeteries are managed and maintained independently by both municipalities.
- Hanna Learning Center (HLC)
 - HLC offers learning, literacy, career, and business support services for the community of Hanna and surrounding area.
 - Both municipalities participate in ensuring the services of the HLC are maintained in the community by providing independent funding to the organization and by appointing members to participate on the HLC's Board.
- Hanna Municipal Library
 - The Town established the Hanna Municipal Library by Bylaw in June 1978. The Town appoints representatives to the Hanna Library Board. The Town is the significant funder of the Hanna Municipal Library in terms of operational funding and rent-free accommodations. Special Areas participates in operational funding through its recreation grant program and annually this amount is approximately \$12,600. Special Areas and the Town jointly fund any capital upgrades and a significant renovation has been completed to the facilities in 2017. The Town is the managing partner of the Hanna Municipal Library.
- Marigold Library System
 - Special Areas and the Town, along with several other municipalities, are members of the Marigold Regional Library System, and appoint representatives to attend the Regional Library Board meetings. Marigold Library system is a collaboration between 42 municipalities in south central Alberta. The Marigold Regional Library Agreement (updated to reflect new Act and Regulations) was adopted in September 2000. Special Areas and the Town fund their participation on the Marigold Board via a per capita based fee. There is no managing municipal partner.
- Economic Development
 - Cactus Corridor Economic Development Corporation
 - Special Areas, the Town, and the Village of Youngstown formed the Cactus Corridor Economic Development Corporation in 2012.
 - Cactus Corridor is the first point of contact for industry and business, serves as a regional catalyst for economic development, and promotes the collective interest of the member communities within the region.

Funding is based on a formula. This is a municipally controlled Part 9 Corporation and there is no managing partner of Cactus Corridor.

- Ad hoc economic development initiatives
 - The Town and Special Areas have coordinated in the past to appoint joint committees to investigate potential economic development initiatives to allow new businesses to develop and locate in the area. An example of this is the Hanna Climate Change Solar Initiative pursuing a solar development in the area.
- Palliser Economic Partnership (PEP)
 - PEP is a southern Alberta based group of likeminded municipalities and one secondary education institute promoting development in this part of the province. Both the Special Areas and the Town participate with this group and funding is provided on a per capital basis and there is no managing partner.
- Family and Community Support Services (FCSS)
 - The Town and Special Areas both sign provincial Family and Community Support Services Funding Agreements annually. The operation of each municipalities FCSS programs operate independently although some initiatives are jointly funded.
- Intermunicipal Development Plan
 - The Town and Special Areas will be entering into an Intermunicipal Development Plan.
- Palliser Regional Municipal Services Commission
 - Special Areas and the Town, along with other partners, entered into a Master Agreement to establish the Palliser Regional Municipal Services Commission in July 1995. The Articles of Association were amended by the membership in June 2017.
 - PRMS provides several services to its member municipalities, including functions related to subdivision, municipal land use planning, mapping and database services. Member municipalities cost share on a formula which includes population and equalized assessment. Additional services requested are paid for by the municipality requesting. There is no managing partner for the Planning Commission.
- Physician Recruitment & Retention Committee
 - The Town and Special Areas utilize an adhoc Physician Recruitment Committee for those occasions that arise from time to time. The goal of the

Committee is to recruit and retain physicians in the Town and Special Areas region.

- Hanna & District Medical Corporation
 - The role of the Hanna & District Medical Corp. is to operate and manage the Medical Clinic in Hanna. This is a municipally controlled Part 9 corporation and has no managing partner.

FUTURE PROJECTS AND AGREEMENTS

In the event either partner initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating partner's CAO/Chair will notify the other partner's CAO/Chair.

Once either municipality has received written notice of new project, a meeting between the parties must be held within 90 calendar days of the date the written notice was received, unless both CAO/Chair agree otherwise.

In the event the CAO/Chair is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within the Dispute Resolution Guidelines as set out in this document.

TERM AND REVIEW

In accordance with the Municipal Government Act, this is a permanent agreement between the parties and shall come into force on final passing of the Intermunicipal Collaboration Framework Bylaw/Resolution by both municipal partners.

This Framework may be amended by mutual consent of both parties unless specified otherwise in this agreement.

Under the provisions of the MGA 708.32(1) this framework must be reviewed and renewed every five years after the initial framework is created.

INDEMNITY

The Special Areas Board shall indemnify and hold harmless the Town of Hanna, 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 Special Areas Board, its employees or agents in the performance of this Agreement.

The Town of Hanna shall indemnify and hold harmless the Special Areas Board, 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 Town of Hanna, its employees or agents in the performance of this Agreement.