

## SCHEDULE A

# **INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF)**

TOWN *of* OYEN

and

Special Areas Board

## 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, 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 Oyen and the Special Areas Board collaborate on the following:

- Big Country Waste Management Commission
- Emergency Management Mutual Aid
- Fire Services Agreement
- Acadia Foundation Seniors Housing Authority
- Henry Kroeger Regional Water Services Commission
- Oyen & District Medical Board
- Palliser Regional Municipal Services
- Special Areas & Oyen Development Corp.
- SAMDA Economic Development

These services and partnerships were developed on a basis of regional and local need and where the member municipalities perceived a benefit to be derived from collaboration in their development.

In addition to these various regional partnerships, Inter-municipal service agreements have also been developed between the Special Areas Board and the Town of Oyen for the provision of shared services, including the following: airport and road maintenance, 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 our rural municipalities will only be possible by continuing to maintain and build on a collaborative approach to service delivery. This Framework will establish principles and guidelines to provide for open and robust communication and cooperation in the identification and development of current and future intermunicipal and regional partnerships. It will provide a means for integrated and strategic planning for service delivery, with the intention of achieving efficiencies and balancing benefits and burdens between the municipal partners. The Framework will also clearly lay out a fair and respectful process that the partners to this agreement will use to deal with any differences which may occur from time to time.

*"If everyone is moving forward together, then success takes care of itself."*

*- Henry Ford*

## 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 will 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 that affect 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.
8. To rise above municipal boundaries and 'politics' in the provision of cooperative rather than competitive services.

*"Alone we can do so little; together we can do so much."*

- Helen Keller

## ROLES AND RESPONSIBILITIES:

### *The Role of Council/Board*

Each Council/Board will retain 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 ensure 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 will affirm their commitment to increased cooperation and will drive the need for increased communication at the 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 the Intermunicipal Collaboration Committee*

The municipalities may create an Intermunicipal Collaboration Committee ("ICC"). The ICC will be utilized for matters of intermunicipal consideration. Comprised of elected officials and administration representing their Councils, the ICC will strategically identify opportunities and prioritize intermunicipal actions to formulate recommendations for respective Council/Board's consideration and address areas of intermunicipal differences in need of resolution.

### *The Role of CAO, Chair and Administration*

The CAO (Town of Oyen) 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 will be responsible to ensure the principles of the Framework are carried out operationally. This means staff will work with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will also raise issues and be accountable for informing the appropriate levels of authority about matters that require attention for the mutual benefit of the municipality.

*"Coming together is a beginning, staying together is progress, and working together is success."*

- Henry Ford

## **INTERMUNICIPAL COLLABORATION COMMITTEE (ICC) GUIDELINES**

The creation of an Intermunicipal Collaboration Committee (ICC) is contemplated to give expanded focus to intermunicipal opportunities and considerations. Although the individual Council/Board maintains the authority for decisions in their respective municipalities, the ICC may become the foundation for intermunicipal matters. Without interfering with the good work being accomplished in existing intermunicipal committees, the ICC could look to the following five primary functions:

### ***Primary Functions of ICC:***

1. Proactively identify new service areas or opportunities.
2. Address intermunicipal opportunities that arise on an as needed basis where no existing structure exists to deal with the matter.
3. Prioritize activity and develop appropriate measures, processes and sub-committees to address areas in consideration.
4. Represent the region locally and provincially.
5. Address areas where intermunicipal differences in need of resolution may arise.

### ***Composition of the ICC***

The ICC will be composed of two (2) representatives from each municipality: One (1) Elected official and

One (1) Administrative/Chair member

- The opportunity to rotate elected officials into the committee (alternates) will be at the discretion of each municipality.
- A quorum will consist of at least one elected official from each municipality attending each scheduled meeting.
- Other elected officials, administration or staff may attend as observers.
- Should presentations to the ICC be required, the invited parties will be agreed to and coordinated ahead of the meeting by the CAO/Chair.

### ***Communication with Councils***

To promote a consistent and shared flow of information from ICC meetings, minutes will be kept. To generate the minutes the following process will be followed:

- At each ICC meeting, one municipality will be designated the "host" municipality and the Mayor or Chair of the "host" municipality will chair the meeting and the CAO/Chair of the "host" municipality will be responsible for generating the minutes from that meeting.
- The meeting minutes will be circulated following each ICC meeting and each CAO/Chair will review, edit and sign off on the notes before they are shared with Council/Board.

- The minutes will be regarded as the authoritative record of the ICC meeting.
- From time to time the ICC may direct elected officials or CAO/Chair to make joint presentations to individual Council/Board to facilitate understanding and inclusion on priority intermunicipal and regional matters.

### *ICC Decision Making*

The ICC is a recommendation-making committee, interacting with and advising individual Councils for decisions. Recommendations to Councils will occur when:

- The ICC members have consensus on how the committee wishes to advise the individual Council/Board on a given issue. This may include recommendations on options for proceeding, advising that no agreed upon recommendations have been reached in the allotted time frame, or advising on moving to the Dispute Resolution Guidelines to resolve the issue.
- These recommendations or advisements may be delivered to Council/Board by a joint meeting, a joint presentation to individual Council/Board or a joint written submission agreed to by the ICC for delivery to individual Council/Board.

### *Opportunity and Challenges Identification and Handling Guidelines*

Several means exist by which opportunities or considerations may be brought to the ICC's attention. Once the committee has become aware of the situation, they will together choose how they hope to address the matter. Matters may be developed within the ICC or more frequently will be brought to the ICC. Issues may come to the ICC for discussion from:

- Council/Board direction.
- CAO/Chair addressing matters through staff discussions or experiences.
- Other intermunicipal or regional committees request.

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

The CAO/Chair may decide to:

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

Regardless of what action is decided on if the matter is intermunicipal in nature it will be described along with the resulting action taken and reported on at the next ICC meeting.

### *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. To accomplish this 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 operation
  - Senior Administration and Management staff 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 that affect specific staff.
- Each municipality agrees to keep the others informed of their visions 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. The municipalities will set their visions regarding the general benefit of the region and its residents.
- The municipalities agree to include one another in their celebrations and ceremonies, engaging officials or staff at the appropriate level.
- 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.

## **DISPUTE RESOLUTION GUIDELINES**

The municipalities recognize the need for a joint understanding regarding how to address disputes when either partner is of the opinion that 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:

1. If an elected official, member of Administration or staff thinks a disagreement or dispute has arisen, the matter should 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.
2. If the problem identified is not resolved through informal discussions, the municipalities agree to address it using the following processes. 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 that 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 based on 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.

*"Cooperation is always more powerful than competition."*

- Bob Proctor

## **MUNICIPAL SERVICES**

The Special Areas Board and the Town of Oyen 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.
- The Special Areas Board provides informal operational assistance in the maintenance of some of the local roads that lead into the Town of Oyen.

### ➤ **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 Commission has no municipal managing partner. The Henry Kroeger Regional Water Services Commission Regulation was approved by the Province of Alberta in 1988.

### ➤ **Solid Waste Management**

- Solid waste collection services are provided for independently by both municipalities
- Big Country Waste Management Commission
  - Both parties, along with additional partners, are members of the Commission which was incorporated in November 1996. The Commission is responsible for the management and operations of Waste Transfer Sites and transportation of materials to a central dump site near Youngstown. Funding is provided by a requisition based on both per capital and equalized assessment formula. There is no managing partner for the Commission.

➤ **Emergency Services**

- Emergency Management Mutual Aid
  - The Special Areas Board and the Town of Oyen, along with other partners have a Disaster Services Mutual Aid Agreement, dated October 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
  - The Special Areas Board and the Town of Oyen, 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
  - The Special Areas Board and the Town of Oyen have a Fire Services Agreement dated January 15, 2017. The Agreement provides for the provision of Fire Services by the Town of Oyen to the Special Areas on a cost shared basis, as set out in the terms of the Agreement. The agreement is managed by the Town of Oyen.

➤ **Recreation**

- Operation of Recreation Facilities
  - The Town of Oyen and the Special Areas Board independently operate several recreational facilities.
- Special Areas Annual Recreation Grants
  - The Special Areas Board has adopted a Recreation Funding Policy, updated in July 2017, which provides annual operating support for various recreational facilities within the Special Areas. Funding support for the Town of Oyen is provided for the following facilities: Arena, Community Hall, Swimming Pool, Ball Diamonds/Parks and Playgrounds, Campgrounds 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.

- o Special Areas Industrial **TaxTransfer**
  - Special Areas Board through provisions of MGA S.594 transfers a portion of the industrial property tax it collects to other municipal entities within its boundaries. Currently the allocation for the Town of Oyen is \$125,000.00. This amount was established in 2013.

➤ **Other Services**

- o Airport
  - The Town of Oyen and Special Areas Board have an Airport Operating Agreement, which was signed in August 2016. The Agreement establishes terms for the seasonal maintenance of the Airport runway, and major facility operations, maintenance and capital improvement costs are shared between the two municipalities. The Town is the managing partner for the Agreement.
- o Acadia Foundation
  - The Town of Oyen and the Special Areas Board, 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.
- o Oyen Agricultural Society
  - Ag Societies are managed and maintained independently by both municipalities.
- o Cemetery
  - Municipal Cemeteries are managed and maintained independently by both municipalities.
- o Oyen Municipal Library
  - The Town of Oyen established the Oyen Municipal Library by Bylaw in June 1978. The Town of Oyen appoints representatives to the Oyen Library Board. The Town of Oyen is the significant funder of the Oyen Municipal Library in terms of operational funding and rent-free accommodations. The SAB participates in operational funding through its recreation grant program and annually this amount is approximately \$10,000. The SAB and Town of Oyen jointly fund any capital upgrades. The Town of Oyen is the managing partner of the Oyen Municipal Library.
- o Marigold Library System
  - The Special Areas Board and the Town of Oyen, 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. The SAB and Town of Oyen fund their participation on this Board via a per capita based fee. There is no managing municipal partner.

o Economic Development

- The Special Areas Board, the Town of Oyen, the Village of Empress and the Municipal District of Acadia formed the Special Areas And Municipal District of Acadia Economic Development group in 2012. SANDA 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 group under an agreement and there is no managing partner of SAMOA.
- Ad hoc economic development initiatives. The Town of Oyen and the 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 Special Areas & Oyen Development Corp.
- Palliser Economic Partnership {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 of Oyen participate with this group and funding is provided on a per capital basis and there is no managing partner

o Family and Community Support Services (FCSS)

- The Town of Oyen, the Special Areas Board and the MD of Acadia #34 sign provincial Family and Community Support Services Funding Agreements annually. The operation of each municipalities FCSS.

o Palliser Regional Planning Commission (PRMS)

- The Special Areas Board and the Town of Oyen, along with other partners, entered into a Master Agreement to establish the Palliser Regional Planning 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.

o Physician Recruitment & Retention Committee

- The Town of Oyen and Special Areas Board utilize an ad-hoc 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 of Oyen and Special Areas region.

*In the long history of humankind (and animal kind too), those who learned to collaborate and improvise most effectively have prevailed.*

- Charles Darwin

## FUTURE PROJECTS AND AGREEMENTS

1. 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.
2. Once either municipality has received written notice of new project, an Intermunicipal Collaboration Committee (ICC) meeting must be held within 90 calendar days of the date the written notice was received, unless both CAO/Chair agree otherwise.
3. The ICC will be the forum to address and develop future shared service 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 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/Order 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

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

*“Cooperation is the thorough conviction that nobody can get there unless everybody gets there.”*  
- Virginia Burden

**Town of Oyen Agreements/Partnerships with SAB**

<b>Individual</b>	<b>Intermunicipal</b>	<b>3<sup>rd</sup> Party</b>
<ul style="list-style-type: none"> <li>• Industrial Tax Transfer</li> <li>• Recreation Board Allocations</li> <li>• Road infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>• Fire and Emergency Services</li> <li>• Airport</li> <li>• Medical Clinic</li> <li>• FCSS</li> <li>• Weed Inspectors/Pest Inspectors</li> <li>• Special Areas &amp; Oyen Development Corp.</li> </ul>	<ul style="list-style-type: none"> <li>• Agricultural Society</li> <li>• Acadia Foundation - Seniors Housing</li> <li>• Big Country Waste Commission</li> <li>• Henry Kroeger Regional Water Services Commission</li> <li>• Library</li> <li>• Palliser Regional Municipal Services</li> <li>• SAMDA</li> </ul>