

SCHEDULE 'A'

AN INTERMUNICIPAL COLLABORATION FRAMEWORK

TOWN OF CORONATION AND
COUNTY OF PAINTEARTH #18

SEPTEMBER, 2018



BACKGROUND

The municipalities within the Paintearth 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. The municipalities within the County of Paintearth have already developed or are members of a number of successful joint initiatives, including:

- Paintearth Economic Partnership Society
- Paintearth Waste Management Association
- Regional Fire Agreements
- Paintearth Lodge/Castor & District Housing Authority
- Shirley McClellan Regional Water Services Commission
- East Central Ambulance Association
- East Central 911 Call Answer Society
- Palliser Regional Municipal Services
- Battle River Economic Opportunities Committee
- 3C's Physician Recruitment and Retention Committee
- Coronation/Consort Victim Services
- Paintearth Community Adult Learning Council

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 the various regional partnerships, inter-municipal service agreements have also been developed between the County of Paintearth and the Town of Coronation for the provision of shared services, including road and airport maintenance, provision of recreation services, water reservoir operations and maintenance, FCSS program delivery and others.

PURPOSE OF THE FRAMEWORK

It is becoming increasingly evident that 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 differences which may occur from time to time.

COMMITMENT TO CONSULTATION AND COOPERATION

Collaboration encourages the 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 will provide a means of exploring opportunities and developing common solutions or responses to service delivery gaps or challenges that affect the region. It also encourages communication at all levels of the respective municipal organizations to ensure that opportunities are recognized and explored to their fullest potential.

PHILOSOPHY AND PRINCIPLES

The core principles of this Framework shall be:

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

Each Council 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 taken into account 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 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 will create an Intermunicipal Collaboration Committee (“ICC”). The ICC will become the focus for matters of intermunicipal consideration. Although the ICC will be non-decision making, it will be responsible for the negotiation and management of intermunicipal opportunities and challenges. 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’s consideration and address areas of intermunicipal differences in need of resolution.

The Role of CAO’s and Administration

The CAO’s have been identified as the principals responsible for maintaining the Framework, its delivery and durability. Administration brings continuity to the relationship between the municipalities and has the ability to initiate communication on an as needed basis and ensures that staff members adhere to the principles of the Framework. The CAOs of each municipality are seen as 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 that 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.

INTERMUNICIPAL COLLABORATION COMMITTEE GUIDELINES

The creation of an Intermunicipal Collaboration Committee (ICC) is contemplated to give expanded focus to intermunicipal opportunities and considerations. Although individual Councils maintain the authority for decisions in the respective municipalities, the ICC is seen to be the foundation for intermunicipal matters. Without interfering with the good work being accomplished in existing intermunicipal committees, the ICC has the following five primary functions:

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

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

– Henry Ford

Composition of the ICC

The ICC will be composed of two (2) elected officials and CAOs from each municipality.

- One elected official from each municipality will be the CEO (Mayor or Reeve)
- 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 CAOs
- Meetings of the ICC will be held at a minimum of two (2) times per year, with recognition that more frequent meetings may need to be added as opportunities/issues arise and initiatives are developed and to address specific matters
- The two meetings per year will be scheduled annually to
 - Summarize and update progress on issues to date
 - Inventory and prioritize matters to be addressed
 - Strategize, plan and schedule for new items
 - Address any outstanding matters

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 Reeve of the “host” municipality will chair the meeting and the CAO 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 will review, edit and sign off on the notes before they are shared with Councils

- The minutes will be regarded as the authoritative record of the ICC meeting
 - From time to time the ICC may direct elected officials or CAOs to make joint presentations to individual Councils to facilitate Council understanding and inclusion on priority intermunicipal and regional matters
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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 Councils 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 Councils by a joint Council meeting, a joint presentation to individual Councils or a joint written submission agreed to by the ICC for delivery to individual Councils
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Opportunity and Challenges Identification and Handling Guidelines

A number of 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:

- One or more Council's direction.
- CAOs 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 or more of the CAOs. The CAO will determine if the matter is intermunicipal in nature and if so contact the other CAO.

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

– Henry Ford

The CAOs may decide to:

- Send the matter to the ICC (the default option should any indecision or uncertainty exist among the CAOs).
- 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. If the matter is sent to the ICC the CAOs are jointly responsible for structuring the information necessary, arranging the agenda and facilitating the proceedings for the ICC to consider the matter.

Intermunicipal Relationship Protocol

The municipalities recognize a joint commitment to building a successful working relationship. This involves ensuring that 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 that 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.
 - CAOs as the connection between elected officials and operations will be the model and focus of collaboration.
 - The Senior Administration and Management staff from each municipality will meet at least once each year to identify and discuss areas where mutual cooperation or partnership agreements may exist
 - Each municipality will ensure that new staff receives, as part of their orientation, information about cooperation and collaboration between the municipalities. This should include specific information relevant to all areas of operations that include collaborative arrangements that will 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 with regard to 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, including with their local publics, at municipal functions and to the Province.
- The municipalities agree that 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 that 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. The CAO will investigate the potential dispute and inform the other municipality's CAO. Once that occurs, the matter may be resolved directly between the municipalities, through informal discussions. Similarly, differences may occur outside a "breach" of an agreement. These differences may include divergent expectations in delivery of a joint service, a variance in how a committee or board wishes to proceed or any circumstance that may adversely affect or disrupt a service or relationship(s) between the municipalities.

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, integrating their resources, originality and expertise, 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, understanding the interests of the other negotiators and identifying solutions that meet the interest of all the municipalities.

“In union there is strength.”

Aesop

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 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.

“Cooperation is always more powerful than competition.”

~ Bob Proctor

MUNICIPAL SERVICES

The County of Paintearth and the Town of Coronation 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 County of Paintearth provides operational assistance in the maintenance of the local road that extends north from Royal Street to the Coronation Recreational Park upon request by the Town, as required

➤ **Airport**

- The Town of Coronation and County of Paintearth 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 maintenance and capital improvement costs are shared between the two municipalities. The Town is the managing partner for the Agreement.

➤ **Water and Wastewater**

- Water and Wastewater services are provided independently by both municipalities
- **Shirley McClellan Regional Water Services Commission**
 - Both municipalities, along with additional partners, are members of the Shirley McClellan Regional Water Services 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 Shirley McClellan Regional Water Services Commission Regulation was approved by the Province of Alberta in 2007. The County of Stettler serves the role of managing partner for the Commission.
- **Shared Water Reservoir and Water Transmission Line**
 - The Town of Coronation and the County of Paintearth constructed a shared Water Reservoir and Water Transmission Line in 2009. A Memorandum of Understanding setting out the terms of ownership for the facilities and cost sharing formulas for operations was signed in July, 2010.

➤ **Solid Waste Management**

- Solid waste collection services are provided for independently by both municipalities
- **Paintearth Regional Waste Management Association**
 - Both parties, along with additional partners, are members of the Paintearth Regional Waste Management Association, which was incorporated in November, 1996. The Waste Management Association is responsible for the management and operations of Waste Transfer Sites at Coronation, Castor and Halkirk. The County of Paintearth is the managing partner for the Waste Management Association.

➤ **Emergency Services**

- **Bylaw Enforcement**
 - Bylaw Enforcement services are provided independently by both municipalities.

- **Disaster Services Mutual Aid**
 - The County of Paintearth and the Town of Coronation, 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.

- **East Central Ambulance Association**
 - The Town of Coronation and the County of Paintearth, along with other partners, are members of the East Central Ambulance Association, which operates and provides Ambulance services to the region under an agreement with Alberta Health Services, dated April, 2010. The County of Paintearth is the managing partner of the East Central Ambulance Association.

- **East Central 911 Call Answer Society**
 - The County of Paintearth and the Town of Coronation, along with other partners, are members of the East Central 911 Call Answer Society, which operates a regional 911 Call Answer service on a per capita cost allocation basis. The membership agreement is dated June, 2005. There is no managing partner for the East Central 911 Call Answer Society.

- **Fire Services Agreement**
 - The County of Paintearth and the Town of Coronation, along with the Town of Castor and the Village of Halkirk have a Contracted Fire Services Agreement, dated January 15, 2017. The Agreement provides for the provision of Fire Services by the urban municipalities to the County on a cost shared basis, as set out in the terms of the Agreement. There is no managing partner for the Fire Services Agreement.

- **Coronation/Consort Victim Services**
 - The Coronation/Consort Victim Services Unit was formed in 2009, and is a non-profit organization serving the Consort, Coronation and Castor area. The VSU Volunteer Advocates are trained to provide 24/7 assistance to victims of crime and tragedy. The VSU Board includes representatives from each of the municipal councils as well as community volunteers.

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

Charles Darwin

➤ **Recreation**

- **Operation of Recreation Facilities**
 - The Town of Coronation and the County of Paintearth independently operate a number of recreational facilities.
 - **County Annual Recreation Operating and Capital Grants**
 - The County of Paintearth has adopted a Recreation Funding Policy, updated in July, 2017, which provides annual operating support for various recreational facilities within the County. Funding support for the Town of Coronation is provided for the following facilities: Skating Arena, Swimming Pool, Ball Diamonds/Parks and Playgrounds, Campgrounds and an unconditional allocation for general Recreation Services. The County's funding policy also includes an *Emergent Rural Community Facility Capital Assistance Grant*, to provide funding for capital projects for the repair or enhancement of existing facilities located within the County.

➤ **Other Services**

- **Cemetery**
 - Municipal Cemeteries are managed and maintained independently by both municipalities
- **Paintearth Community Adult Learning Council**
 - The PCALC supports life-long learning in the communities of Brownfield, Castor, Coronation and Halkirk. Paintearth Adult Learning partners with Campus Alberta Central to bring credit courses and general interest courses to our communities. Local community organizations and municipalities provide funding assistance for programs, projects, services and events offered by the PCALC.

- **Coronation Municipal Library**
 - The Town of Coronation established the Coronation Municipal Library by Bylaw in June, 1978. The County of Paintearth and the Town of Coronation appoint representatives to the Town of Coronation Library Board, and both municipalities contribute to the annual operating costs of the Library. The Town of Coronation is the managing partner of the Coronation Municipal Library.

- **Economic Development**
 - The County of Paintearth, the Towns of Castor and Coronation, and the Village of Halkirk formed the Paintearth Economic Partnership Society (PEPS) in April, 2000. PEPS is the first point of contact for industry and business, and PEPS serves as a regional catalyst for economic development and promotes the collective interest of the member communities within the region. The County of Paintearth is the managing partner of PEPS.

- **Family and Community Support Services (FCSS)**
 - The Town of Coronation and the County of Paintearth both sign provincial Family and Community Support Services Funding Agreements annually, and each have elected representatives appointed to the Town of Coronation FCSS Board. The Coronation & District Support Services Board has been operating since August, 1995 under the authority of the Ministry of Alberta Human Services and is responsible for provision of FCSS services to Coronation and the surrounding area within the County of Paintearth. There is no managing municipal partner for the FCSS Board.

- **Intermunicipal Development Plan**
 - The Town of Coronation and the County of Paintearth entered into an Intermunicipal Development Plan in 2011, accordance with the *Municipal Government Act*. The Intermunicipal Development Plan has been reviewed and updated in conjunction with the Intermunicipal Collaborative Framework. The County of Paintearth is the managing partner for the Intermunicipal Development Plan.

- **Palliser Regional Planning Commission**
 - The County of Paintearth and the Town of Coronation 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 a number of services to its member municipalities that include functions related to subdivision, municipal land use planning, mapping and database services. Member municipalities cost share on a population basis, and additional services requested will be paid by each municipality directly to the agency. There is no managing partner for the Planning Commission.

- **Parkland Regional Library Board**
 - The County of Paintearth and the Town of Coronation, along with several other municipalities are members of the Parkland Regional Library System, and jointly appoint a representative to attend the Regional Library Board meetings on behalf of both municipalities. There is no managing municipal partner. The Parkland Regional Library Agreement (updated to reflect new Act and Regulations) was adopted in September, 2000.

- **Physician Recruitment & Retention Committee**
 - The Town of Coronation and County of Paintearth have formed a Physician Recruitment Committee. The Committee's Terms of Reference were adopted in March, 2011, and the goals of the Committee are to recruit and retain physicians in the Town of Coronation and County of Paintearth Region, to operate and manage the Medical Clinic in Coronation and to operate and manage rental properties owned/controlled by the Committee. The Town of Coronation is the managing partner of the Physician Recruitment & Retention Committee.

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 will notify the other partner's CAO

- 2) Once either municipality has received written notice of new project, an Intermunicipal Collaboration Committee (ICC) meeting must be held within 30 calendar days of the date the written notice was received, unless both CAOs agree otherwise.
- 3) The ICC will be the forum used 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 Bylaws by both municipal partners.

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

It is agreed by the Town of Coronation and the County of Paintearth #18 that the Intermunicipal Collaboration Committee shall meet to review the terms and conditions of the Framework.

INDEMNITY

- 1) The County of Paintearth #18 shall indemnify and hold harmless the Town of Coronation, 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 County of Paintearth #18, its employees or agents in the performance of this Agreement.
- 2) The Town of Coronation shall indemnify and hold harmless the County of Paintearth #18, 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 Coronation, 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