

INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT

With municipal partners - the County of Newell & the Village of Duchess

“Moving Forward in providing services and opportunities for the future”

FORWARD

The County of Newell and the Village of Duchess share a common history. Both have worked very well together to provide services for their respective ratepayers and the region. Most people understand that increasing the level of collaboration to do things more efficiently brings better service levels to their municipality. Sharing services, improving or expanding on service delivery always improves the quality of life for the residents & visitors. This agreement is the outcome of efforts to continually improve on service delivery and a commitment to work together better in the future while respecting the uniqueness and individual characteristics of both municipalities in providing services to their ratepayers.

The purpose of this agreement is to discuss everything and come to a consensus of how future service levels will be delivered and funded. Both municipalities are committed to identify current and future issues where mutual benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as fire, recreation, airport operations, economic development and tourism in helping the region be attractive for people to visit, live, work and play.

As the Provincial Government seeks to encourage regional thinking, the Village of Duchess and County of Newell are well placed to lead proactively through the creation of this Intermunicipal Collaboration Framework Agreement.

Goals of the Intermunicipal Collaboration Framework Agreement

The Intermunicipal Collaboration Framework has five main purposes:

1. To meet the requirements of provincial legislation.
2. To promote the principles of collaboration between neighboring municipalities with a common border.
3. To ensure municipalities consult and communicate on intermunicipal matters.
4. To clearly lay out a process that the partners to this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.
5. To consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.

The ICF Agreement between the County of Newell and the Village of Dutchess will:

Sharing the vision and recognizing respective priorities is key while assisting each in providing effective and efficient service levels to their ratepayers: Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

Strengthening the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider the bigger regional municipality in the decision-making process.

Promote networks and linkages: Developing positive joint approaches where practical to create efficiencies by sharing opportunities, connections, goals, knowledge and experience to promote the greater good between all municipalities.

Embrace differences in respective municipalities: The distinct characteristics of the individual municipalities is advantageous in providing choice and diversity.

Cooperation not Competition: Although each municipality is responsible to its citizens, there is recognition that the citizens and businesses of the region share similar needs and interests.

Foster an environment of openness and trust: Cooperation and collaboration requires communication, effort & cohesion that will in turn promote better results in reaching higher standards of service delivery.

Commitment to Consultation & Cooperation – Consultation Protocol:

The fundamental basis of this agreement is communication and consultation and as such both municipalities agree to consult on projects which have neighboring impact. By recognizing the requirement to consult, each municipality will include the other in their project circulations and all agree to meet and work through matters as they arise. If administrative issues arise, they will be handled through the regular meetings held by the CAO's. If political issues arise the matters will be addressed through the local IDP Committee. The purpose of this regular consultation protocol is to ensure that the municipalities leverage opportunities and develop common solutions to any challenges that affect the region.

It is understood that this agreement will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about neighboring issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is likely that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to the municipalities. In these instances, where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

Roles in Managing the Intermunicipal Collaboration Framework Agreement:

The Role of the Councils:

Each Council 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 voice needs to be taken in to account to ensure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at the council and administration levels.

This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each Council member will demonstrate leadership to act strategically as they formulate plans for each of their organizations which will bring value to the citizens of both communities.

The Role of the CAOs and Administration:

The CAOs have been identified as the principals responsible for maintaining the agreement, its delivery and dealing with intermunicipal operations that surface from time to time during the term of this agreement. Future decisions and recommendations for operations that will benefit the region will be routed through the IDP Committee for recommendations to each respective Council as required. The CAO's will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities and prioritizing municipal actions.

The Role of Staff:

Staff at all levels will be responsible to ensure the principles of the agreement are carried out operationally. This means that staff will work cooperatively with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will also bring to the attention of their respective CAO any issues that arise which require their attention with respect to meeting the commitment and intent of this agreement. Disputes among staff or municipal contractors between the municipalities will be dealt with by the CAOs.

The Framework Protocols

Development of an Intermunicipal Communication Protocol:

Understanding that the success of this agreement is based upon respectful dialogue, the municipalities must be committed to ensuring the provision of information is handled in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities should jointly develop and abide by the principles of a communication protocol which should include the following principles:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
 - a. Seek to understand
 - b. Avoid personal attacks either privately or publicly
 - c. Asking for clarification on policies adopted by the other municipality to ensure

- understanding
 - d. Address issues as being of a joint nature meant to be resolved together
 - e. Seek to maximize the benefits for each party
2. The Protocol should seek to ingrain collaboration and cooperation in each municipal organization
 - a. The organizations agree to ensure proper training takes place on intermunicipal collaboration following a municipal election
 - b. The organizations agree to provide additional training as required following any change in elected officials or senior administration
 3. The protocol should ensure that each municipality provides to the other information pertaining to:
 - a. Major capital projects which may impact the other municipality
 - b. Lobby efforts to higher levels of government with respect to issues which may impact regional services
 - c. Adopted strategic plans
 - d. Funding, aid or support to other organizations within the other municipality when requested
 - e. Ceremonies, celebrations, events of regional impact
 - f. Promotion of collaborative successes

Dispute Resolution:

The municipalities recognized that the development of this agreement is the start – not the end of the process. Recognizing that not all issues may be agreed upon, the municipalities recognize the need to establish a dispute resolution process based upon the following principles:

1. At the earliest opportunity and at the point closest to where the issues initiated, the Chief Administrative Officers will seek to address matters of dispute.
2. If such problems are not addressed to the satisfaction of a respective municipality, the issue shall be given to the IDP Committee to render a decision on the matter at hand. If the issue has budget implications, it must go through each municipal budget process for final approval.
3. All matters of dispute should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
4. All matters of dispute should be resolved using a clear procedural pathway.
5. At all times maintain the essence of collaboration even though disputes may exist on some issues.

Process:

If a municipality believes an obligation under the agreement has been breached the matter should be immediately brought to the attention of their CAO. The CAO will investigate and if it appears as if a 'breach' of the agreement has occurred the matter will be immediately brought to the attention of the other affected municipality CAO. Once that has occurred an effort to resolve the matter through informal problem-solving discussions is to be initiated.

If differences occur outside of an outright 'breach' of an agreement, which may include differing expectations on a joint service delivery, the CAO's agree to bring the matter up for an informal discussion as soon as reasonably possible. If this does not resolve the issue, the matter will be forwarded to the IDP Committee to negotiate an effective solution. If that is not successful, a mediated process will be initiated using the services of a jointly agreed upon mediator with costs shared equally between municipalities. The mediator will be solely responsible for the governance of the mediation process.

If the process cannot be resolved through mediation the municipalities will select an arbitrator, sharing all costs as per Section 708.41 of the Municipal Government Act , and will have the matter resolved through the process defined by Section 708.35 of the Municipal Government Act. The arbitrator is governed by the principles of natural justice and fairness.

ICF Agreement – Statutory Provisions:

Amendments to the Municipal Government have amended the purpose of municipalities. The new Act requires municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not, and this agreement takes that to the next level in regional coordination and cooperation.

Inventory of Municipality Services

The chart shown on the following page illustrates an inventory of municipal services available to ratepayers in each municipality. The inventory is a consideration of who provides a service, who has funded a service and where such services exist within the boundaries of a municipality. The services listed below are a representation of key services, but it is not an exhaustive list of all services provided by each municipality.

Duchess = D

Newell = N

Type of Service	Mun	Inter Mun.	3rd Party
Transportation			
Road Grading & Graveling	N,D		N,D
Road Calcium	N		N
Gravel Crushing			N
Road Construction			N,D
Culvert Installation			N
Bridge Maintenance	N		N
Drainage Maintenance	N,D		N,D
Snow Plowing	N,D		N,D
Shop - Vehicle. Maint.	N,D		N,D
Surveying	N		N,D
Sign Installation & Maint.	N,D		N,D
Paved Road Repairs	N,D		N,D
Rural Addressing Signs	N		N
Airport Operation	N	N	
Recreation			
Skating Rinks		N	N,D
Curling Rinks		N	N,D
Shooting Ranges/Gun Club			N
Riding Arenas			N
Outdoor Rodeo Grounds	N		N
Baseball Diamonds	N	N	D
Golf Courses		N	N,D
Indoor Athletic Fields	D	N	D
Swimming Pools		N	
Outdoor Soccer Fields		N	D
Tennis Courts		N	N,D
Senior Centres		N	N,D
Motocross Track			N
Bowling Alleys			N
Water Park		N	
Skateboard Park		N	
Gyms & Workout Centres	D	N	N
Beach Volleyball			D
Other Services			
FCSS		N,D	
ORRSC - Planning		N	N,D
Planning & Development	N,D	N	N,D
Economic Development	N,D	N,D	N
Information Technology	N,D	N	N,D
General Administration	N,D		D
Economic Development	D	N,D	
Libraries	N	N,D	

Type of Service	Mun	Inter Mun.	3rd Party
Water			
Water Treatment		N,D	
Water Distribution	N,D	N	N
Service Installs	D		N
Meter Reading	N,D		
Utility Billing	N,D		
Truck Fill Station	D	N	
Wastewater			
Certified Operators		N,D	
WW Collection System	N,D	N	N
Lagoons	D	N	N
Irrigation of Effluent		N	
Installation of Utilities	D		N
Recycling & Waste Man.			
Landfill		N,D	
Collection	D		N
Recycling		N,D	
Ag Services & Parks			
Tree Planting	N,D		
Tree Spraying	N,D		D
Tree Pruning	N,D		D
Mowing	N,D		
Weed Identification	N,D	D	D
Weed Act Enforcement	N	D	
Weed Spraying	N		D
Raw Water Irrigation			N
Cemetery Maintenance	D		N
Pest Control	N,D		N
Park Maintenance	N,D		
Sprinkler Installation	N,D		
Equip. Maintenance	N,D		D
Equipment Rentals	N,D		D
Building Maintenance	N,D		D
Park Operations	N,D		
Campground Operation	N		N,D
Municipality or Community Halls	D	N	N,D
Museums		N	N
Visitor Centre		N	N
Playgrounds	N,D		N,D
Emergency Services			
EMS Coordination	N	N,D	
Fire Department	N	N,D	
Community Peace Officer	N	N,D	
Safety Code Officer	N,D	N	N,D
Safety Code Inspections	N,D	N	N,D
Disaster Management	N,D	N,D	
Mutual Aid Agreements	N,D	N,D	
Policing / RCMP			

Services addressed:

Emergency & Disaster Services

The Village of Dutchess & the County of Newell have entered into mutual aid & fire agreements and no changes are required at this time. Both partners agree to work on a regional disaster service delivery model to ensure the needs of each partner can be met for both preparations/training for disasters and service execution during a large-scale disaster. Each partner agrees to assist each other in the event of a disaster.

Policing/Bylaw Enforcement/CPO Services

The Village of Dutchess has entered into a CPO Service agreement for Bylaw Enforcement with the County of Newell. The current arrangement requires no changes and both parties agree to work together to expand enforcement services if required on a fee for service basis.

Water

Both partners have an agreement to receive potable water from Newell Regional Service Corporation. All partners have representation on the NRSC Board and the Board is currently comprised entirely of municipal elected officials. Distribution services are provided by the Village of Dutchess within the Village. No changes are required at this time.

Wastewater

Each municipality handles their own wastewater. No changes to wastewater services are required at this time. The partners agree to work together on run off drainage as needed.

Solid Waste

Newell Regional Solid Waste Authority is funded by all the municipalities and accepts all generated waste for the region. The Board of Directors for NRSWA is comprised of elected officials of each municipality. Each municipality handles their own waste pickup.

Transportation

No agreements exist or are currently required in the area of transportation. The County can assist in road maintenance on a fee for service basis as required.

Recreation

A recreation agreement is currently in place between the County of Newell and the Village of Dutchess. Both partners recognize that it is time to update this agreement and they agree to work together on a new recreation funding agreement with the agreement that it will be completed by March 31, 2021.

The Current arrangement will remain in place until such time as a new agreement can be reached.

Planning/Development/Permitting/SDAB

The partners completed a service capacity assessment on the planning and development functions which included contracted services for safety codes as well. No changes will be proposed at this time and each municipality will continue to handle their own planning, development and permitting

services. The current SDAB arrangement is adequate and will remain.

Copies of each agreement:

Each municipality has been provided a copy of all agreements covered in this ICF Agreement.

Commitment to Collaboration:

The Village of Duchess and the County of Newell acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honor all applicable legislation with respect to intermunicipal collaboration within the Province of Alberta.

This agreement will be reviewed by the Village of Duchess and the County of Newell every 5 years, prior to the anniversary date.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the date set out herein.

Village of Duchess



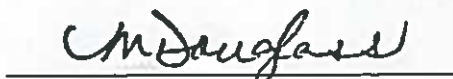
Mayor Steidel

MAR 30 / 2020
Date



CAO Cosh

County of Newell



Reeve Douglass

March 31, 2020
Date



CAO Stephenson