

**COUNTY OF WARNER NO. 5 &
TOWN OF RAYMOND
INTERMUNICIPAL COLLABORATION FRAMEWORK
AGREEMENT**

March 2020

PART A ADMINISTRATION AND LEGISLATIVE FRAMEWORK

INTRODUCTION

The County of Warner and the Town of Raymond share a municipal boundary and a common history. Both have distinct municipal characteristics of providing governance and service to its citizens, building and maintaining core services, and providing a healthy and viable regional economy. One is a rural municipality focussed on building and maintaining services such as roads and bridges designed to service an agriculturally based economy. The other is an urban municipality which provides a number of municipal and regional services that contribute to a higher quality of life for citizens. Together these services contribute to a healthy and viable regional community.

Increasing the level of collaboration between municipalities provides opportunities for more efficient and better service levels to municipal ratepayers within each municipality and the region. By working together municipalities may realize increased economies of scale, improved sustainability of some services, enhanced quality of service, and increased efficiency in service delivery.

As part of the Intermunicipal Collaboration Framework process, the two municipalities have formally identified current and future municipal services through which joint benefits may be realized from more formalized and rigorous processes and cooperation. Examples are evident in service areas such as planning, economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional perspectives, the County of Warner and the Town of Raymond are well placed to lead proactively through the creation of this Intermunicipal Collaboration Framework (ICF) Agreement.

WHEREAS Section 631 and Section 708.28 of the Municipal Government Act requires that municipalities develop an Intermunicipal Collaboration Framework Agreement that identifies services provided by each municipality and the funding arrangements for these services; and

WHEREAS County of Warner and the Town of Raymond share a common municipal boundary; and

WHEREAS County of Warner and the Town of Raymond share common interests, independently provide services which are used by citizens of both municipalities and work together to provide shared services which benefit citizens of both communities; and

WHEREAS County of Warner and the Town of Raymond have established certain agreements pertaining to shared municipal services and have established an intermunicipal development plan agreement; and

WHEREAS County of Warner and the Town of Raymond have developed an Intermunicipal Collaboration Framework Agreement and desire to execute the agreement;

NOW THEREFORE BE IT RESOLVED, by mutual covenant of the County of Warner and the Town of Raymond hereto enact as follows:

1. GOALS OF THE ICF

- 1.1 To meet the requirements of provincial legislation.
- 1.2 To promote the principles of positive collaboration between neighboring municipalities with a common border.
- 1.3 To ensure municipalities regularly consult and communicate on intermunicipal matters.
- 1.4 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 shared or regionally operated and funded.

2. PRINCIPLES OF THE ICF

Recognize the vision and priorities of the two municipalities toward 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.

Strengthen 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 regional perspectives in the decision-making process.

Promote networks and linkages: The municipalities will strive to develop joint approaches where practical by sharing opportunities, connections, goals, knowledge and experience to promote the greater good between both municipalities.

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

Foster an environment of openness and trust: Cooperation and collaboration requires communication that in turn encourages understanding and better results in reaching common goals.

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. As such, each Council will emphasize cooperation, not direct competition with respect to setting municipal policy.

3. TERMS AND REVIEW

- 3.1 In accordance with the Municipal Government Act, this Intermunicipal Collaboration Framework (ICF) shall come into force upon passing of a resolution by both municipalities approving the ICF.
- 3.2 This framework may be amended from time to time by mutual consent of both municipalities unless specified otherwise in this framework.
- 3.3 This ICF shall be reviewed once every four years (from approval date), or sooner if requested by either municipality.

4. MANAGING THE ICF AGREEMENT

The Role of the ICF Committee:

The ICF Committee will provide the forum for considering matters of intermunicipal cooperation, particularly regarding shared municipal servicing matters. This Committee will serve as a non decision-making body responsible for negotiation and management of intermunicipal opportunities and challenges. The Committee will identify opportunities and prioritize intermunicipal actions for recommendation to the respective Councils.

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 into 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 on to the agreement, each Council affirms the commitment to increased cooperation at both the Council and administration levels.

This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each council member will demonstrate leadership in acting strategically as they formulate plans which will bring value to the citizens of both communities.

The Role of the Chief Administrative Officers and Administration:

The Chief Administrative Officers (CAOs) in each municipality have been identified as the principals responsible for maintaining the agreement, its delivery and durability. Administration brings continuity to the relationship between the municipalities and can initiate communication on an as needed basis to ensure that each municipality adheres to the principles of the agreement. The CAOs of each municipality will foster increased communication and will facilitate the sharing of information, identification of opportunities, and prioritization of municipal actions for the consideration of each Council.

The Role of Staff:

Staff at all levels will be responsible for ensuring 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 with respect to meeting the commitment and intent of this agreement.

5. ICF COMMITTEE

- 5.1 Both municipalities agree that the joint Intermunicipal Committee established under the Intermunicipal Development Plan, to be referred to as the ICF Committee in this agreement, is the forum to facilitate, review and manage the Intermunicipal Collaboration Framework agreement.

- 5.2 The composition of the ICF Committee shall be as established in the IDP adopted between the two municipalities.
- 5.3 The ICF Committee will meet on an as required basis and will develop recommendations to both Councils on matters of intermunicipal strategic direction and cooperation, which affect County and Town residents, ratepayers and municipal servicing matters.
- 5.4 The purpose of the ICF Committee is to give expanded focus to intermunicipal opportunities. Although individual Councils maintain the authority for decisions in their respective municipalities, the ICF Committee will serve as a foundation for intermunicipal matters. Without interfering with the work being accomplished through existing intermunicipal committees, the ICF Committee will have the following primary functions:
- (a) Proactively identify new opportunities to enhance regional initiatives that will provide tangible and lasting benefit to each community's citizens, including service delivery and economic development.
 - (b) Periodic review of this Intermunicipal Collaboration Framework as required under section 3.3.
 - (c) Review existing shared intermunicipal services, or the potential for new shared intermunicipal services.
 - (d) Seek to balance municipal responsibilities and regional perspectives.
 - (e) Develop and maintain a protocol agreement for communication designed to maintain respectful relationships between each municipal organization. This protocol should be based upon the foundation that each Council has the lawful right to make decisions for its community without interference from other communities in its business affairs.
 - (f) Serve as the committee through which any new intermunicipal agreements are negotiated.
- 5.5 Each municipality may have in attendance at each ICF Committee meeting administrative officials and additional personnel who provide support information, advice or act as observers.
- 5.6 The Chief Administrative Officer (CAO) and/or designate from each municipality will serve as advisory staff to the ICF Committee, and shall be responsible for providing background information and recommendations on all matters before the ICF Committee, preparing agendas, recording the recommendations of the ICF Committee, and forwarding all recommendations from the ICF Committee to their respective Councils.
- 5.7 The CAO of the hosting meeting municipality will provide meeting minutes or a summary of the discussion to each Council following each ICF Committee meeting.
- 5.8 The ICF Committee may decide, or be asked by one of the partnering municipalities, to provide joint presentations to one or both Councils to encourage Council understanding of issues and to include them on priority matters that arise from time to time.

- 5.9 The ICF Committee is a consensus building and recommendation making Committee which relies on the representatives from each community to ensure that their respective Councils are aware and up to date on issues being addressed by the Committee.
- 5.10 Information provided to the ICF Committee comes from both municipalities through their respective CAOs, Councils and municipal organizations.

6. SCOPE OF THE ICF COMMITTEE

There are several means by which intermunicipal opportunities for collaboration or regional challenges may be addressed by the ICF Committee.

- 6.1 The ICF Committee may meet to discuss intermunicipal matters and develop solutions when requested to do so by the CAOs of either municipality or by one or both Councils.
- 6.2 When a matter has been recommended for referral by one or both Councils to the ICF Committee, the CAOs of both municipalities shall firstly meet to discuss the issue to determine if the matter is intermunicipal in nature whereupon they may:
 - (a) Refer the matter to the ICF Committee for review if the matter is intermunicipal in nature and warrants a joint ICF Committee discussion.
 - (b) Address the matter administratively, as appropriate.
 - (c) Develop a solution and refer the matter back to the Councils for consideration.
 - (d) Or, gather more information and undertake any of the actions indicated in a through c.
- 6.3 If the matter is determined by the CAOs to be intermunicipal in nature, the CAOs are jointly responsible for gathering information for the ICF Committee to consider and providing information to the Committee in a timely fashion prior to the ICF Committee meeting.

7. INTERMUNICIPAL COMMUNICATION PROTOCOL

Understanding that the success of this agreement is based upon consultation and respectful dialogue, both municipalities are committed to the provision of information 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.

- 7.1 The communication protocol should recognize that positive cooperative communication is the key to a successful relationship. At all times and through all levels of each municipal organization, the following principles should apply:
 - (a) Seek to understand.
 - (b) Avoid personal attacks either privately or publicly.
 - (c) Ask 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) Avoid making assumptions.

- (f) Seek to maximize the benefits for both parties.
- 7.2 The communication protocol should seek to embed collaboration and cooperation in each municipal organization. To help achieve this, the following should apply:
 - (a) Both municipalities should seek to provide mediation training for elected officials and senior administration.
 - (b) Both municipalities should provide orientation training on this agreement immediately following any change in elected officials or senior municipal administration.
 - (c) Both municipalities should ensure municipal CAOs and staff are familiar with and respect any established consultation and referral policies.
- 7.3 The communication protocol should ensure each municipality provides to the other municipality information pertaining to:
 - (a) Major capital projects that may impact the other municipality.
 - (b) Lobby efforts to higher levels of government with respect to an issue which may impact regional services.
 - (c) Adopted strategic plans.
 - (d) Funding, aid or support to other organizations within the other municipality.

8. PLAN OF IMPLEMENTATION

- 8.1 Should a service or project be deemed acceptable for sharing between both municipalities, as part of the ICF Committee's discussion about changes, additions, or deletions to shared services, a plan of implementation for the service/project will be prepared and forwarded to both municipalities for Council consideration. The implementation plan shall include any combination of the following, as dictated by the nature of the service/project:
 - (a) The starting date the change/addition/deletion of the shared service is to take effect.
 - (b) A plan to phase out an existing service delivery and a plan of initiation for a new service delivery method.
 - (c) A plan for phasing in or out of cost sharing or any other arrangements the Committee (and subsequently the Councils) have deemed appropriate.
 - (d) A review date for evaluating the efficiency of the shared service and funding model.
 - (e) Methods for public feedback through any municipal Public Participation Policies.
 - (f) Considerations for any potential bylaw, policy, or agreement changes that may be required from either municipality.
- 8.2 Once the Councils of both municipalities agree to a shared service or project and the proposed implementation plan, an intermunicipal service agreement between the parties will be executed.

9. ICF DISPUTE RESOLUTION

Despite the best efforts of both municipalities to reach consensus on ICF matters, it is understood that areas of non-agreement may arise warranting the need for a formalized dispute resolution process.

- 9.1 Recognizing that not all ICF matters may be agreed upon, the municipalities agree to establish a dispute resolution process based upon the following principles:
- (a) At the earliest opportunity, the ICF Committee will seek to address matters of dispute.
 - (b) All matters of dispute should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
 - (c) All matters of dispute should be resolved using a clear procedural pathway.
 - (d) Both parties shall maintain at all times the essence of collaboration even though areas of non-agreement may exist on some issues.

Process

- 9.2 If administration, staff or a committee of a municipality believes an obligation under a shared services agreement subject of this Intermunicipal Collaborative Framework has been breached, the matter should be immediately brought to the attention of their CAO. The CAO will investigate and if it appears a breach of the agreement has occurred, the matter will be immediately brought to the attention of the other municipality's CAO. An effort to resolve the matter administratively through informal problem-solving discussions between the municipalities will be initiated and may include a referral to the ICF Committee for discussion in accordance with section 6.2.
- 9.3 In circumstances where either municipality identifies differences outside of an outright breach of an agreement, such as divergent expectations in the delivery of a joint service, or any circumstance which may impact or disrupt service delivery or relationships, an informal discussion between CAOs will be conducted before formally engaging in the dispute resolution process under section 9.4.
- 9.4 When a party believes there is a dispute under the ICF and wishes to formally engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties. This Dispute Notice shall outline all reasonable reasoning for the dispute.
- 9.5 Within thirty (30) days of a municipality receiving the Dispute Notice, the ICF Committee shall meet to attempt to overcome the dispute through negotiation. If consensus cannot be reached within sixty (60) days (unless the CAOs mutually agree upon a time extension), the municipalities shall be required to undertake mediation as the next step in the dispute resolution process.
- 9.6 In consideration of clause 9.5 and following unsuccessful negotiations, the mediation process is initiated when either municipality provides the other with a written notice ("Mediation Notice") outlining:
- (a) What elements of the proposal/matter remain in dispute, and the details that are to be mediated.

- (b) The nomination of an individual or entity to act as mediator, in consideration of sections 9.7 and 9.8.
- 9.7 The County and the Town agree that the mediation process available through Municipal Affairs is the preferred mechanism to facilitate mediation. The County and Town CAOs shall contact Municipal Affairs within 30 days of the request to initiate the mediation process.
- 9.8 If the mediation process through Municipal Affairs is unavailable, or if both parties agree to use another nominated individual or entity to act as mediator, an independent mediator will be retained. The independent mediator will be selected jointly by the County and Town CAOs within 30 days of the request to initiate the mediation process.
- 9.9 The procurement of mediation services by an agreed upon mediator shall be presented to each respective Council to ratify prior to proceeding with the mediation process.
- 9.10 The hired mediator will be solely responsible for the governance of the mediation process.
- 9.11 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts. Both municipal parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 9.12 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediation services must be shared equally between the two parties.
- 9.13 If the process cannot be resolved through the mediation process within one-year, then the arbitration process as defined in Division 3 of the Municipal Government Act will apply.
- 9.14 The municipalities will select an arbitrator, and if unable to agree to do so, the arbitration process and sharing of costs will be resolved through the procedure defined by Section 708.35 of the Municipal Government Act.
- 9.15 The arbitrator is governed by the principles of natural justice and fairness. The arbitrator's decision is final and binding upon both municipalities subject only to a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.

10. APPENDICES TO THIS AGREEMENT

Appendix A – Council resolutions adopting the Intermunicipal Development Framework.

PART B FRAMEWORK FOR MUNICIPAL SERVICES

Both municipalities have reviewed the services provided to their respective ratepayers and residents. In respect of the review, the municipalities have examined the existing agreements and have determined that these are most appropriate municipal services to be delivered in a shared manner.

Inventory of Municipal Services

1. EXISTING SHARED SERVICES (Prior to April 1, 2020)

Existing Equitably Shared Service Agreements that do not currently require further negotiations:

(It is noted that some of these listed services are provided or shared with other stakeholders and are not exclusive arrangements or agreements between the County and Town, but have been included here to provide a more comprehensive inventory of the various services shared in some manner.)

Chief Mountain Regional Solid Waste Authorities Transfer Station: (SOLID WASTE)

For decades, the Town of Raymond and the County of Warner have jointly participated in the Chief Mountain Regional Solid Waste Authority (CMRWSA) with other regional municipal stakeholders. The Authority is seeking to transition into a Commission. The services that CMRWSA provides to both ratepayers with regards to waste collection within the transfer station is equitably funded and for the most part has been effective. This is a service that is mutually beneficial to each party but is not dependent on the other party for the service delivery. The municipalities are not seeking any changes to this partnership at this time.

Joint Fire Services Committee: (EMERGENCY SERVICES)

Since January 1, 2016, the Town of Raymond and the County of Warner have jointly funded the provision for Fire Response Services within the region on a 50/50 basis. There is an emergency service agreement in place and the municipalities are not seeking any changes to this partnership at this time.

Ridge Regional Public Safety Services Committee: (EMERGENCY SERVICES)

Since February 3, 2014, the Town of Raymond and the County of Warner have jointly participated in the Ridge Regional Public Safety Services Commission with other regional stakeholders on an hours served basis. Each party is not dependent on the other party for the service delivery and the municipalities are not seeking any changes to this partnership at this time.

Ridge Water Services Commission: (WATER & WASTEWATER)

Since 2013, the Town of Raymond and the County of Warner have jointly participated in the Ridge Water Services Commission with our regional stakeholders in the production of potable water on a per capita consumption basis. The municipalities are not seeking any changes to this partnership at this time.

Raymond Handi-bus (TRANSPORTATION)

The Town of Raymond is the manager and primary service provider, with the town residents the primary users of this service. The County does provide some financial support to this service annually. There is no formal agreement in place for this service at this time and the two municipalities are not seeking one.

Oldman River Regional Services Commission ORRSC (PLANNING RELATED SERVICES)

The Town of Raymond and the County of Warner are both members of a shared regional municipal planning cooperative that provides professional municipal planning advice and related services to each member municipality. These services also include the regional assessment review board. ORRSC is contracted by its member municipalities and each pays its own fee based on an ORRSC Board established equalized assessment formula. The ORRSC is a Regional Services Commission approved by the Minister of Municipal Affairs. Each municipality has its own membership contract with ORRSC, not each other, as this is a service that is mutually beneficial to each party but is not dependent on the other party for the service delivery.

2. SERVICES THAT WARRANT DISCUSSION TO BE SHARED

Both municipalities agree to identify, discuss and determine shared services that are or may be of mutual benefit warranting intermunicipal collaboration and implementation through the provisions of this ICF, which may occur after the effective date of this agreement.

The Town of Raymond has identified the following services which it would like to discuss further with the County of Warner after April 1, 2020:

- 1. Community Services Department Facilities and Operations: (RECREATION)**
- 2. Raymond & District Seniors Society Facility (RECREATION)**
- 3. Raymond Public Library (RECREATION)**
- 4. RCMP Detachment (EMERGENCY SERVICES)**
- 5. Waste Management (Local Non-CMRSWA Services) (SOLID WASTE)**

PART C PROVISIONS AND EXECUTION

1. PROVISIONS

This ICF will be exclusively governed by and construed in accordance with the law of the Province of Alberta and the Municipal Government Act.

This ICF will be binding upon the two Municipalities and their respective successors and permitted assigns. The ICF may be amended by mutual consent as per the legislative framework and terms as outlined in in the ICF agreement.

2. CORRESPONDENCE

Written notice under this ICF shall be addressed as follows:

The County of Warner No. 5 c/o Chief Administrative Officer Box 90, Warner AB TOK 2L0	Town of Raymond c/o Chief Administrative Officer Box 629, Raymond AB TOK 2S0
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3. EXECUTION

The Municipalities in good faith have hereunto executed this ICF through the resolutions passed by Council.

In accordance with the Municipal Government Act, this Intermunicipal Collaboration Framework (ICF) shall come into force upon passing of a resolution by each Council of both municipalities approving the ICF and the signatures of the officers duly authorized in that regard.

Signed this 18 day of March, 2020 in Raymond in the province of Alberta.

The County of Warner No. 5

Per:



Reeve

CAO



CAO

Town of Raymond

Per:



Mayor



CAO

APPENDIX A RESOLUTIONS

The County of Warner No. 5

March 3, 2020 Regular Council Meeting

Resolution # 20-03-14

Moved by Councillor Phil Jensen that Council approve the Intermunicipal Collaborative Framework (ICF) between the County of Warner No. 5 and the Town of Raymond as presented.

CARRIED

Town of Raymond

March 17, 2020 Regular Council Meeting

Resolution #2020-095

Moved by Councillor Fromm that Council approve the Intermunicipal Collaborative Framework (ICF) between the County of Warner No. 5 and the Town of Raymond as presented.

CARRIED

Appendix B

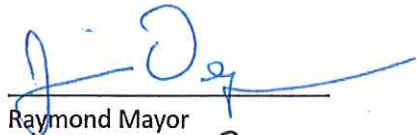
The County of Warner and the Town of Raymond through the prescribed mediation process of our agreed upon ICF have come to an agreement over the recreational section of the ICF discussion. This appendix will be attached to the already approved ICF document and has been agreed for a five-year term. (2021-2025)

The Town of Raymond and the County of Warner have agreed to collaboratively work towards providing effective and efficient service levels to their ratepayers. This agreement is based on the following:

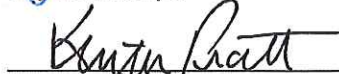
- The County of Warner will contribute \$100,628 for each of the years 2021-2025.
- The County of Warner also agrees to complete 16,000 square meters (2000 meters of standard road) of road oiling for the Town of Raymond during this five-year agreement period. The locations of these roads will be discussed and agreed by administration of each municipality. Scheduling of the work will try to be completed to benefit the work schedules of both municipalities and will be completed to the current industry standards that the County develops its oiled roads to.
- The County of Warner also agrees to continue to mow the south drainage corridor for the Town of Raymond for the duration of this agreement.

Town of Raymond Resolution of Acceptance:

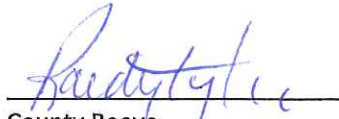
County of Warner Resolution of Acceptance:



Raymond Mayor



Raymond CAO



County Reeve



County CAO