

KNEEHILL - LINDEN INTERMUNICIPAL COLLABORATION FRAMEWORK

THIS AGREEMENT made effective March 11, 2020, between:



KNEEHILL COUNTY
BOX 400, THREE HILLS, ALBERTA
T0M 2A0
(the "County")

and the



VILLAGE OF LINDEN
BOX 213, LINDEN, ALBERTA
T0M 1J0
(the "Village")

(hereinafter called the "Parties")

PREAMBLE

WHEREAS, the County and the Village recognize the importance and the responsibility of each respective municipality to make decisions on behalf of their residents; and

WHEREAS, the parties share common interests and are desirous of working together to provide services to their residents and ratepayers; and

WHEREAS, the parties are committed to the principle of mutual benefit to deliver some services within the region effectively, efficiently, and economically; and

WHEREAS, the parties share a common border; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services.

NOW THEREFORE, by mutual covenant of the parties hereto it is agreed as follows:

1. PURPOSE

- a) The purpose of this Framework is to establish an Intermunicipal Committee and a collaborative process to direct intermunicipal communication and cooperation to support services that have mutual benefit.

2. SIGNATORIES

- a) The signatories to this Framework are the Reeve, Mayor and the Chief Administrative Officers of each municipality.
- b) The terms "Signatory", "Party", "Partner", and "Municipalities" may be used interchangeably in this agreement.

3. DEFINITIONS

- a) In this Agreement:

"Arbitration" means a process to resolve disputes outside the courts. An arbitration decision is legally binding on both sides and enforceable in the courts.

"Chief Administrative Officer" means the Chief Administrative Officer for each municipal jurisdiction party to this agreement or their designate(s) thereof. "Chief Administrative Officer"

or "CAO may be used interchangeably in this Agreement.

"Committee" means Intermunicipal Collaboration Committee as defined in Section 5 of this Framework.

"Dispute Resolution Process" includes a wide range of processes, including mediation and arbitration or various forms of, with each being an alternative to litigation, designed to meet the unique needs of the parties involved or the dispute at hand.

"Final Offer Arbitration" refers to arbitration in which both parties submit their final offer to the arbitrator, and the arbitrator will choose one offer as the resolution to the dispute. The process gives each party an incentive to make a reasonable offer. The arbitrator's decision is final and binding on the parties.

"Framework" or **"Agreement"** may be used interchangeably in this document and means this agreement including all Appendices hereto.

"Intermunicipal Service Provision" refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer, or deliver a civic service or function.

"Lead" refers to the municipality or organization assigned to organize or administer the day-to-day operations of a specific intermunicipal initiative.

"Mediation" means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interest of the parties.

"Mediator" refers to the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

"Municipal Service Provision" refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

"Mutual Benefit" means equality and respect within the relationship between the partners and agreements in which both parties gain value.

"Notice of Dispute" means a formal motion approved by Council providing notification from the initiating municipality to the other municipality that a dispute is substantial and requires collaborative action to resolve.

"Rights-based Process" focuses on respect for human dignity. This approach holds that our

dignity is based on our ability to choose freely how we live our lives, and that we have a moral right to respect for our choices as free, equal, and rational people, and a moral duty to respect others in the same way. This approach asks us to identify the legitimate rights of ourselves and others, in a given situation, as well as our duties and obligations. When confronted with conflicting or competing interests or rights, the parties need to decide which interest has greater merit and give priority to the right that best protects or ensures that interest.

"Service delivery agreement" means a legally binding agreement such as a Contract, Agreement, or Memorandum of Understanding that outlines cost-sharing and management of new arrangements, and is signed by both parties.

"Services" or **"In Scope Services"** means services that both parties may consider for joint cost sharing or management and are identified in this Agreement.

"Signatory", "Party", "Partner", or "Municipalities" means the Reeve, Mayor and Chief Administrative Officers for each municipality.

"Third-Party Service Provision" refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through agencies, boards, commissions, and current or former publicly-owned corporations (also known as crown or government-owned corporations that manage major infrastructure and associated services) in a region.

"Year" means the calendar year beginning on January 1st and ending on December 31st.

4. TERM AND REVIEW

Effective Date and Duration

- a) In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the passing of resolutions adopting the ICF by the Municipalities.

Review

- b) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every four years commencing no later than 2023 to review the terms and conditions of the agreement, or upon request by either party.

Amendments

- c) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- d) Amended copies of this Agreement shall come into force on the passing of

resolutions by both municipalities.

5. INTERMUNICIPAL COMMITTEE

- a) The County and the Village agree to create a recommending body known as the Kneehill – Linden Intermunicipal Committee (hereinafter referred to as the Committee).
- b) The Committee will meet on an as required basis and will develop recommendations to the councils on the strategic direction of matters related to collaboration and cooperation affecting residents of the Municipalities, except matters where other current operating structures and mechanisms are operating successfully.
- c) The Committee shall be comprised of two (2) members from each municipal council.
- d) The CAOs will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective councils.
- e) The Committee will promote a consistent and shared flow of information from intermunicipal meetings from a set of common notes that will be established. The common notes will be confidential and regarded as privileged until released by mutual consent of the Chief Elected Officials.
- f) Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the CAO for the respective municipality.
- g) "Services" or "In scope services" to be considered in this agreement for potential future joint cost sharing or management include:
 - i. Transportation;
 - ii. Water and Wastewater;
 - iii. Solid Waste;
 - iv. Emergency Services;
 - v. Recreation; and
 - vi. Other services that benefit residents.

6. FUTURE SHARED SERVICES, INITIATIVES AND AGREEMENTS

- a) When either municipality seeks to pursue a new shared service or initiative with the other party, the initiating CAO or designate will notify the other CAO.

- b) The initial notification will include a general description of the service, scope of the service, estimated costs, and timing. The receiving municipality will advise the initiating municipality if they support or object in principle and provide reasons.
- c) The Committee will meet to discuss the service within 30 days, if requested by either partner, and may schedule subsequent meetings as needed.
- d) The following criteria may be used when assessing the desirability of new shared services:
 - i. The nature of the service;
 - ii. Proposed efficiencies the shared service will realize and why the service would be better positioned as a shared model;
 - iii. The level of community support including the demonstrated effort by volunteers, if applicable;
 - iv. Relationship to a proposed capital project, and the associated proposed operating costs;
 - v. Projected benefit by residents of both municipalities.
- e) The Committee will review and negotiate the terms related to the new shared service including the cost sharing arrangement of the service. The Committee will provide a recommendation for approval to the councils of the partners.
- f) In the event that the Committee or municipal councils are unable to reach an agreement within 90 days, and do not jointly agree to extend the time period, then any unresolved issues shall be dealt with through the dispute resolution process as referenced in this agreement. If urgency is needed, the initiating municipality must note this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.
- g) A proposed list of future shared services or initiatives to be explored by the Committee are included in Appendix A of this Agreement. This list may be updated from time to time as agreed to by the Committee.
- h) The Municipalities recognize that the decision to participate in or not participate in a shared service ultimately lies with the respective municipal councils, who in turn must rely on the support of the electorate to support the shared service.
- i) Should a municipality proceed on their own without consultation of the other municipality, with the enhancement or expansion in some capacity of an existing shared service, the other municipality will have no obligation of participation or financial support for the new or enhanced portion related to the shared service.

7. SERVICE AGREEMENTS

- a) Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:
 - i. The start date that the change will take effect.
 - ii. A plan to phase out the existing service delivery and to initiate the new service delivery methods.
 - iii. A plan for the phasing in or out of cost sharing, or other arrangements.
 - iv. A review date to evaluate the efficiency of the shared service delivery and funding strategy.
- b) Where the Committee desires a joint cost sharing or management agreement, a service agreement shall be developed on that specific item.
- c) When developing service agreements, the Committee shall:
 - i. Clearly identify which municipality will lead service delivery for the service(s).
 - ii. Determine the appropriate funding for the service(s) discussed.
 - iii. Set out a time frame for the delivery of the service(s) discussed including the start and end date of the service delivery.
 - iv. Set out a process for discontinuing the service provided if one or both municipalities wish to discontinue in the service delivery.

8. THE ROLE OF COUNCIL AND ADMINISTRATION

- a) Each council retains the ability and responsibility to make decisions on behalf of their residents. By approving the Framework, each council is affirming a commitment to increased collaboration, cooperation, and to provide direction to their administration and the public for the importance of increased communication at all levels of the organization.
- b) Together the Councils will seek opportunities to develop and sustain healthy relationships between the two municipalities and professionally communicate to the public the successes, opportunities and challenges being addressed together.
- c) Annually, each municipality will formally communicate through newspaper, social media, website and other methods to their respective residents the services that the two municipalities cooperate in the delivery of and the respective monetary value of these contributions to their municipality.
- d) Administration, through the direction of the CAO, will be the mechanism through which the Framework is formalized, maintained, delivered, and made durable.
 - i. Administration will be responsible to ensure the requirements of the Framework are carried out operationally and can initiate communication on an as needed basis. Reports will be provided every six months between the CAOs for distribution to

Council on how services party to the agreement have proceeded, as well as any other municipal updates that may be valuable as information or supportive to future discussions.

- ii. Municipal counterparts will work together to address issues that arise within the scope of their authority and mandate and be accountable for informing the appropriate levels of authority about matters that require attention for the mutual benefit of the municipalities.
 - iii. To assist in fostering and sustaining a healthy relationship and as a proactive measure to minimize disputes, regular scheduled joint meetings to keep each other updated on current and upcoming issues and events should take place. The Meetings may take different forms (administration to administration, joint councils, ICF Committee, etc.). At minimum, the Councils and the established ICF Committee will each meet once per year.
- e) Regarding the handling and communication of day to day decisions, each of the parties should assume the best of each other and follow up to clarify any concerns and issues. Additionally, each party commits to the following Social Media Guidelines:

Social media refers to freely accessible, interactive web-based technologies used to produce, post and interact through text, images, video and audio to inform, promote, and collaborate. Social media can complement traditional communications and marketing mediums. It is recognized that the use of social media as a communication tool to achieve strategic communication goals will be undertaken by the parties and their representatives from time to time.

It is acknowledged that the use of social media can create instances or environments that may negatively impact the relationship of the parties. As both parties are seeking a positive and respectful relationship, the following guidelines should be adhered to when utilizing social media platforms:

- i. Use should adhere to organizational standards that the respective parties may have in place.
- ii. Should not do anything to harm the reputation of the County or the Village whether or not they are authorized users of social media sites.
- iii. Attacks, badmouthing, or negative statements directed to any of the parties, their representatives, or their employees should not be made.
- iv. Unauthorized posting of personal information (names, address, phone number, email etc.) of other users should not occur.
- v. Material which defames, abuses, or threatens others should not be posted.
- vi. Use should refrain from personal opinion and deal only with facts and official positions of the parties.
- vii. Information that is private and confidential shall not be shared.
- viii. Comments and conversations on social media sites will not be deemed as official correspondence.

- ix. The parties will not speak on behalf of the other party.
- x. Communication should be respectful.
- xi. Material that contains vulgar, obscene or indecent language or images should not be posted.

It is acknowledged by the parties that the use of social media platforms to address disagreements or issues is neither appropriate nor effective. Concerns about the use of social media will be officially addressed to the Council of the other party.

9. OVERVIEW OF MUNICIPAL SERVICES

- a) The County and the Village have both reviewed the services offered to residents.
- b) Based on the review, it has been determined that each party desires to continue to provide services through the various arrangements that are in place independently with their respective municipal partners and third-party bodies.
- c) The following listings indicate which services are provided independently by each municipality, intermunicipally, or via a third-party provider, to residents and ratepayers in each municipal jurisdiction, (as of the date of the signing of this agreement).

Service Provision in the County

The County delivers the following services to its' residents:

- Agricultural Services;
- Bylaw Enforcement (municipal Peace Officers);
- Cemetery Services;
- Family and Community Support Services (through Kneehill Regional FCSS);
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Planning and Development Services;
- Safety Codes;
- Recreation and Parks services;
- Seniors' housing (through the Kneehill Housing Corporation);
- Solid Waste and Recycling: (through the Drumheller and District Solid Waste Commission);
- Transportation Services;
- Water Services (through AQUA 7, the Village of Three Hills, the Village of Drumheller);
- Wastewater Services .

Service Provision in the Village

The Village delivers the following services to its' residents:

- Bylaw Enforcement (in association with Carbon, Linden, Trochu, and Three Hills);
- Family and Community Support Services (through Kneehill Regional FCSS);
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Planning, Development and Safety Code Services (through Palliser Regional Municipal Services);
- Recreation and Parks services;
- Seniors' housing (through the Kneehill Housing Corporation and Linden Housing Corporation);
- Solid Waste and Recycling: (through the Drumheller and District Solid Waste Commission);
- Transportation Services;
- Water Services (through Aqua 7);
- Wastewater Services.

10. EXISTING COOPERATION

- a) The County and the Village have a history of working together to jointly provide the following municipal services to their residents, either directly, or indirectly to their residents:

Service Area	Delivery Method	Service Shared	Arrangement
Transportation	Intermunicipal Collaboration	Certain streets maintained by County as per agreement. Other services provided on cost recovery	As per Transportation Memorandum of Understanding As per Hold Harmless Agreement
Water and Wastewater	Via 3 rd Party	Both municipalities are members of the Aqua 7 Water Commission	Through the Aqua 7 Water Commission
Solid Waste and Recycling	Intermunicipal Collaboration	The Village has access to the Transfer Station operated by the County Both municipalities are members of the Drumheller and District Solid Waste Association	As per the Linden Transfer Station Agreement
Emergency Services	Intermunicipal Collaboration	Fire Services, Emergency Management (KREMA), Mutual Aid and Regional Live Burn Training Facility	As per agreements
Recreation	Intermunicipal Collaboration	Funding for recreation within the Village is provided by the County	As per the Recreation Agreement

Planning & Development	Intermunicipal Collaboration	Consultative discussion on certain planning and development activities around shared boundary	As per Intermunicipal Development Plan
Weed and Pest Inspection	Intermunicipal Collaboration	Village appoints the County as weed inspector	As per the Urban Weed and Pest Inspection Agreement
Enforcement Services	Intermunicipal Collaboration	The Village contracts enforcement services from the County	As per the Enforcement Agreement
Family and Community Support Services	Via 3 rd Party	The County and Village are both members of a Regional FCSS program	As per the Regional FCSS Agreement
Kneehill Regional Partnership	Intermunicipal Collaboration	The County and Village are both members of the Kneehill Regional Partnership	As per the Partnership Agreement
Kneehill Seniors Housing	Via 3 rd Party	The County and Village are both members of Kneehill Seniors Housing	As per Agreement
Library Services	Via 3 rd Party	The Village and the County are both members of the Marigold Library System	As per Agreement

- b) Where any of the above agreements have lapsed, the Committee may desire to review and renew agreements.

11. INDEMNITY

- a) The County shall indemnify and hold harmless the Village, 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 Village, its employees or agents in the performance of this Agreement.
- b) The Village shall indemnify and hold harmless the County, 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, its employees or agents in the performance of this Agreement.

12. DISPUTE RESOLUTION

- a) It is the desire of the Village and the County to promote public confidence in the leadership of both municipalities by encouraging intermunicipal cooperation and self-directed dispute resolution processes; and
- b) The Village and the County have a mutual commitment to resolve any disputes brought forward and shall make a good faith attempt at resolving perceived disputes prior to mediation; and
- c) Any matter of Intermunicipal concern between the municipalities shall first be informally discussed by relevant administrative officials employed by the Village and County, culminating with discussions between the Chief Administrative officers with the goal of resolving the concern.
 - i. Chief Administrative Officers will report the dispute and resolution to their respective Council on a regular basis as well as through the regular reporting.
- d) Should the Chief Administrative Officers fail to resolve the dispute, the Chief Administrative Officials and Chief Elected Officers will meet to attempt resolution.
- e) If the matter of Intermunicipal concern is not resolved at the administrative and Chief Elected Official level, the initiating municipality shall provide a Notice of Dispute to the other municipality, and request that a confidential review by the Intermunicipal Committee be scheduled. All requests to the Committee shall include supporting resolution from the Council of the initiating municipality authorizing the request. Neither Council will impede progress towards meeting, and will initiate consultation with each other within 14 days.
 - i. The Committee shall review the matter in closed session and may recommend action to both Council's to resolve the matter, or refer the matter to Administration with recommendations to resolve.
 - ii. Every effort will be made to attempt resolution at this stage prior to engaging third party mediation.
- f) If the matter of Intermunicipal concern is not resolved, the Committee shall recommend to the Councils of the Village and the County that a third party mediation, focused on interest based negotiation and mutual success, be commenced within sixty (60) days.
 - i. The Committee shall appoint a mutually agreeable mediator.
 - ii. The Committee will provide the mediator with an outline of the dispute and any agreed statement of facts.
 - iii. The Village and the County will provide the mediator access to all records, documents and information that the mediator may reasonably request.
 - iv. All proceedings involving a mediator are confidential and without prejudice.
 - v. The costs of such third party mediation will be shared equally between the Village and the County.
 - vi. The municipalities support that mediation creates a cooperative framework for the resolution of future conflict that can be resolved in a positive way that is mutually acceptable to both municipalities, and within the scope of their joint authority.

- g) If the matter of Intermunicipal concern is not resolved through third party mediation, the Committee shall recommend to the Councils of the Village and the County that a rights-based process be pursued, including but not limited to binding arbitration.
- h) When all other opportunities for successful resolution have been exhausted, either municipal Committee may recommend to their respective Council to pursue arbitration.
 - i. The Committee shall appoint a mutually agreeable arbitrator, or have one appointed through Municipal Affairs.
 - ii. The Committee will provide the arbitrator with a report containing a list of the matters agreed upon and those on which there is no agreement between the municipalities.
 - iii. The municipalities may consider final offer arbitration to resolve the dispute.
 - iv. Direct costs incurred by both municipalities pertaining to the arbitration process shall be determined by the arbitrator.

13. CORRESPONDENCE

a) Written notice under this Agreement shall be addressed as follows:

i. In the case of the County to:

Kneehill County
Box 400
1600 – 2nd Street NE
Three Hills, AB
T0M 2A0

Attention: Chief Administrative Officer

ii. In the case of the Village to:

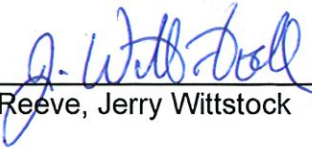
Village of Linden
Box 213
Linden, AB
T0M 1J0

Attention: Chief Administrative Officer

14. AUTHORIZATIONS

In Witness whereof Kneehill County has hereunto affixed its corporate name and seal this ____ day of _____ 2020 and the Village of Linden has hereunto affixed its corporate name and seal this 9 day of March 2020.

Kneehill County


Reeve, Jerry Wittstock


CAO, Mike Haugen

Village of Linden


Mayor, Kelly Klassen


CAO, Lynda VanderWoerd

Appendix A POTENTIAL SHARED SERVICES, OR AGREEMENTS

1. The Municipalities have identified that the following items will be explored in further detail after the adoption of the Intermunicipal Collaboration Framework:
 - Both the Village and County have agreed to collaborate on the provision of water services along the municipal boundary of the Village of Linden. The Parties have agreed to develop a suitable framework for the provision of water services along the Village boundary. The parties will endeavour to develop this framework within 12 months.
 - As there is a Memorandum of Agreement in place between the Village and the County for the provision of fire services in 2020 and given that the specific costs and directions of Fire related communications are not yet known, the Village and the County agree to hold further discussions regarding Fire Services Collaboration with the intent of formalizing a new agreement within 12 months.