



**VILLAGE OF  
DONALDA and  
COUNTY OF  
STETTLER**



**INTERMUNICIPAL  
COLLABORATION  
FRAMEWORK**

**APRIL 2020**



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## **VILLAGE OF DONALDA COUNCIL RESOLUTION**

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**WHEREAS** the County of Stettler and the Village of Donalda acknowledge that advancement of their shared interests is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication; and

**WHEREAS** the County of Stettler and the Village of Donalda are committed to working cooperatively to meet future challenges and capitalize on future opportunities; and

**WHEREAS** the Municipal Government Act, as amended from time to time, requires municipalities that have common boundaries to create an Intermunicipal Collaboration Framework; and

**WHEREAS** the Municipal Government Act specifies the content and requirements of an Intermunicipal Collaboration Framework; and

**WHEREAS** the County of Stettler and the Village of Donalda have negotiated and mutually prepared an Intermunicipal Collaboration Framework, in accordance with the Municipal Government Act, and intended to be a master agreement from which a number of subsequent agreements flow;

**NOW THEREFORE**, Council of the Village of Donalda, duly assembled, resolves:

That the document titled "Village of Donalda and County of Stettler Intermunicipal Collaboration Framework" dated April 2020 is adopted.

Resolution No.: 116-20

Date Passed: June 16, 2020

## **COUNTY OF STETTLER COUNCIL RESOLUTION**

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**WHEREAS** the County of Stettler and the Village of Donalda acknowledge that advancement of their shared interests is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication; and

**WHEREAS** the County of Stettler and the Village of Donalda are committed to working cooperatively to meet future challenges and capitalize on future opportunities; and

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**WHEREAS** the Municipal Government Act specifies the content and requirements of an Intermunicipal Collaboration Framework; and

**WHEREAS** the County of Stettler and the Village of Donalda have negotiated and mutually prepared an Intermunicipal Collaboration Framework, in accordance with the Municipal Government Act, and intended to be a master agreement from which a number of subsequent agreements flow;

**NOW THEREFORE**, Council of the County of Stettler, duly assembled, resolves:

That the document titled "Village of Donalda and County of Stettler Intermunicipal Collaboration Framework" dated April 2020 is adopted.

Resolution No.: 217.07.08.20

Date Passed: July 8, 2020

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## **PART A: INTRODUCTION**

### **1.0 Background**

1.1 The County of Stettler and the Village of Donalda have a long standing track record of working together on common issues and interests. There are many positive examples of shared service arrangements in place between the two municipalities. There is also additional opportunity for cooperation and collaboration in the future.

### **2.0 Purpose of Framework**

2.1 The purpose of this Framework, and agreements that flow from it, is to better serve ratepayers and provide a high quality of life to the residents of the Village of Donalda and the County of Stettler by ensuring that programs and services are effectively, efficiently and economically delivered and are reasonably available to them.

2.2 More specifically this Framework sets out the broad parameters of how the Village of Donalda and the County of Stettler will:

- (a) Provide for the integrated and strategic planning, delivery and funding of intermunicipal services;
- (b) Steward scarce resources efficiently in providing local services; and
- (c) Ensure that the Village of Donalda and the County contribute funding to services that benefit their residents.

## **PART B: ADMINISTRATIVE PROVISIONS**

### **3.0 Definitions**

In this Framework, unless the context provides otherwise, the following words or phrases will have the following meanings:

“Act” means the Municipal Government Act, R.S.A. 2000 Chapter M-26, as amended from time to time;

“Calendar day” means any one of the seven days in a week;

"Capital" means those non-financial tangible assets having significant value and physical substance that are used in the supply of goods and services related to that asset; and have a useful economic life greater than one year, are to be used on a continuing basis and are not for sale in the ordinary course of operations;

“Chief Administrative Officer” or “CAO” means the Chief Administrative Officer of either the Village of Donalda or the County of Stettler as the case or context may require;

“Chief Elected Official” or “CEO” means the Mayor of the Village of Donalda or the Reeve of the County of Stettler as the case or context may require;

"Consensus" means "we can live with it; are comfortable with the result; and will own it when we take it to our Councils;"

"County" means the County of Stettler;

"Initiating party" means a party who gives notice of a dispute under this framework;

"Intermunicipal" means a service, agency, decision, plan or action undertaken or created by one or more municipalities on a cooperative basis;

"Intermunicipal Collaboration Committee" or "ICC" means the committee of municipal representatives established under this Framework;"

"Intermunicipal Collaboration Framework" or "Framework" means a document describing the sharing of services between one or more municipalities and prepared in accordance with the Act;

"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 interests of the parties;

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

"Party" means a municipality that creates a framework with one or more other municipalities;

"Representative" means a person selected by a party who holds a senior position with the party, and has authority to negotiate for or settle a dispute on behalf of the party;

"Service" includes any program, facility or infrastructure necessary to provide a service;

"Village" means the Village of Donalda.

#### **4.0 Term and Review of Framework**

4.1 This Framework will have force and effect as of the date of passing of resolutions by the Village of Donalda and the County of Stettler adopting the Framework document.

4.2 This Framework is a permanent agreement in accordance with the Act and has no expiration date.

4.3 The Village and the County will review this Framework at least every 4 years from the date that this Framework is adopted. An earlier or more frequent review or a later or less frequent review may be undertaken if agreed upon by the Village and the County.



4.4 If either the Village or the County determines that the adopted Framework does not serve their interests, or if both municipalities determine that the adopted Framework does not serve their interests, a replacement Framework will be created in accordance with the Act. Until such time as the replacement Framework is ready for adoption and has been formally adopted, the current Framework remains in effect.

## **5.0 Process to Amend the Framework**

5.1 If either the Village or the County wishes to amend this Framework, the party seeking the amendment must give written notice to the other party. Upon receiving written notice, both parties must, within 30 days, meet to discuss (a) the proposed amendments and (b) a process to follow to consider the amendments.

5.2 A proposal to amend this Framework must be provided in written form and must clearly identify:  
(a) The nature of the issue(s) or concern(s) giving rise to the need for an amendment; and  
(b) The nature and reasoning behind the specific amendment(s) being proposed.

## **6.0 Relation of Framework to Other Agreements and Bylaws**

6.1 Where there is a conflict or inconsistency between a bylaw and this Framework or an agreement between the Village and the County and this Framework, this Framework prevails to the extent of the conflict or inconsistency.

6.2 If there is a conflict or inconsistency between this Framework and any existing agreement between the Village and the County, the Framework must either address the conflict or inconsistency or the Village and County must alter or rescind the agreement.

6.3 Where there is a need to amend an agreement to maintain consistency with this Framework and the agreement includes one or more municipalities that are not signatories of this Framework, the other municipalities will be consulted and involved in the process to amend the agreement.

6.4 The Village and the County agree to amend their bylaws, where necessary, to ensure consistency between each bylaw and this Framework within two (2) years of the date that the resolution adopting this Framework is passed. The Land Use Bylaw of each municipality is not subject to this requirement.

6.5 The Village and the County agree to amend their agreements, where necessary, to ensure consistency between each agreement and this Framework within six (6) years of the date that this Framework is adopted.

## **7.0 Relation of Framework to Intermunicipal Development Plan**

7.1 The Village and the County have adopted an Intermunicipal Development Plan in accordance with the Act through the passing of Bylaw No. 715 and Bylaw No. 1610-19 respectively. The Village of Donalda - County of Stettler Intermunicipal Development Plan is a stand-alone document available under separate cover.

## **8.0 Indemnification**

8.1 The Village of Donalda will indemnify and hold harmless the County of Stettler, its employees, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the County of Stettler, its employees, or agents in the performance and implementation of this Framework.

8.2 The County of Stettler will indemnify and hold harmless the Village of Donalda, its employees, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Village of Donalda, its employees, or agents in the performance and implementation of this Framework.

## **9.0 Written Notices**

9.1 All and any required written notices in the performance and implementation of this Framework will be directed to the CAO of each municipality using the mailing address for the respective municipal office as shown below:

Village of Donalda  
Box 160 (5001 Main St.)  
Donalda, AB  
T0B 1H0

County of Stettler  
Box 1270 (6602 – 44 Av.)  
Stettler, AB  
T0C 2L0

Email notification to the CAO of each municipality may also be used to provide written notices required or described in this Framework.

## **PART C: GOVERNANCE AND PROCESS PROVISIONS**

### **10.0 Intermunicipal Collaboration Committee (ICC)**

10.1 The Intermunicipal Collaboration Committee (ICC) is hereby established to give expanded focus to intermunicipal opportunities and considerations between the Village and the County.

### **11.0 Functions of the ICC**

11.1 The ICC has the following primary functions:

- (a) Identify new service areas or opportunities involving the Village and the County;
- (b) Address intermunicipal opportunities that arise on an as needed basis where no existing structure or committee exists to deal with the matter;
- (c) Prioritize activity and develop appropriate measures, processes and sub-committees to address areas under consideration;
- (d) Address areas where intermunicipal differences in need of resolution may arise; and
- (f) Serve as the principal negotiating committee for new or updated agreements under this Framework.

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

12.1 The ICC will be composed of the Mayor or their designate, the Reeve or their designate and the CAOs from each municipality or their designate.

12.2 Quorum of the ICC will consist of one Council member from each municipality and their respective CAO attending each agreed upon meeting.

12.3 Other administration or staff or consultants or officials not assigned to the ICC may attend as a resource person as determined by the CAOs for their respective staff.

### **13.0 ICC Meetings**

13.1 Meetings of the ICC shall be considered in-camera to encourage and facilitate frank and open discussion.

13.2 Members of Council assigned to ICC or attending ICC meetings and their CAOs and designated staff, may consult or caucus as needed with other Council members and staff. This includes sharing of confidential information to facilitate internal consultations in preparation for ICC meetings.

13.3 Meetings of the ICC, specific to this Framework, will be held at least once per calendar year with recognition that more frequent meetings will need to be added as opportunities arise and issues are developed.

- 13.4 The annual meeting will be scheduled to enable the following core agenda items to be addressed:
- (a) Summaries and updates on progress on issues to date;
  - (b) Inventorying and priority setting for matters to be addressed; and
  - (c) Discussions of any outstanding matters.
- 13.5 Any additional meetings that may be required to address specific matters will be scheduled at times that are mutually agreed upon.

#### **14.0 ICC Decision Making Authority and Process**

- 14.1 The ICC is a recommendation making committee that interacts with and advises the two Councils on decisions. Recommendations to Councils will occur when the ICC members have consensus on how they wish to advise Councils on a given issue. This may include:
- (a) Recommendations on options for proceeding;
  - (b) Advising no agreed upon recommendations have been reached in the allotted timeframe where a timeframe has been specified; or
  - (c) Advising on moving to the Dispute Resolution process to resolve the issue.
- 14.2 These recommendations or advisements may be delivered to Councils by:
- (a) A joint council meeting;
  - (b) A joint presentation to individual councils;
  - (c) A joint written submission agreed to by the ICC for delivery to individual councils; or
  - (d) A combination of the above.

#### **15.0 Processes for Intermunicipal Cooperation**

- 15.1 Matters to be addressed by ICC may be identified through discussions at ICC meetings or from:
- (a) One or more Council's request;
  - (b) CAOs or Administrations addressing matters through staff discussions or experiences;
  - (c) Other intermunicipal or regional committees' suggestions and requests; or
  - (d) The implementation schedule that forms part of this Framework.
- 15.2 Once a matter has been identified, it will be brought to the attention of one or both of the CAOs. If required, the CAO will determine if the matter is intermunicipal in nature and if so contact the other CAO. The CAOs may decide to:
- (a) Send the matter to the ICC (the default option is to send the matter to ICC should any indecision or uncertainties exist among the CAOs);
  - (b) Address the matter at an administrative or operational level if appropriate;
  - (c) Gather more information; or
  - (d) Purposefully put the matter aside for a defined period of time.
- 15.3 Regardless of what action is decided upon to address an emerging issue by the CAOs, 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.

- 15.4 If a 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.

## **16.0 Dispute Resolution**

- 16.1 The Village and the County recognize the need for common understanding about how to address conflicts or disputes when either party is of the opinion that an obligation under this Framework may have been breached or matters arise where differences of opinion over actions or services need to be worked out.
- 16.2 If a Council member, administrator or any staff person from the Village or the County thinks an obligation under this Framework has been “breached”, the matter should be brought to the attention of their CAO. The CAO will then investigate it and, if it appears that a breach occurred, the matter will be brought to the attention of the other municipality’s CAO. Once that has happened, the matter may be resolved directly between the municipalities through informal problem solving discussions between the CAOs and, if needed, informal discussions at a meeting of the ICC.
- 16.3 Similarly, differences of opinion may occur outside a “breach” of an agreement. These 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. If the problem identified is not resolved through informal discussions, the municipalities agree to address it using the dispute resolution process outlined in Appendix A.

## **PART D: CURRENT SHARED SERVICES**

### **17.0 Introduction and Scope**

- 17.1 The MGA requires the Framework to address current shared services provided by the municipalities that benefit residents of both municipalities. This is based on the conditions at the time that the Framework was originally prepared.
- 17.2 Appendix B describes the services that the County and Village deliver on an intermunicipal basis as the best means of delivering these services at the point in time when this Framework was prepared.

## **PART E: FUTURE INTERMUNICIPAL SERVICES**

### **18.0 Introduction**

18.1 The Village and the County recognize that their relationship is an ongoing one and there will be adjustments and changes over time. This includes the possibility of expanding the number and types of services that are delivered on an intermunicipal or shared basis where mutually beneficial. As the Framework is a living document, this section provides additional guidance and parameters to assist future decision makers manage ongoing discussions and interactions between the Village and the County.

### **19.0 Principles for determining when a Municipal Service should be shared**

19.1 The list of principles provided below is a guide for future decisions around when a municipal service should be provided on a shared basis between the Village and County. The principles speak to broad intent and offer a means of assessing proposals and directing efforts and resources to areas of mutual interest and likely consensus.

19.2 The Village and the County agree that a municipal service should be considered for a shared service delivery arrangement where:

Principle 1: It fits the vision, strategic directions or identified needs and priorities of the partnering municipalities and the service can be equitably accessed, managed, and funded.

Principle 2: The goals and objectives of the service can be clearly defined and set out for all partners and there is a consensus on the way the service will be operated.

Principle 3: It offers mutual benefit through cost savings, the ability to provide efficiencies, or a higher level of service using the same amount of resources.

Principle 4: It enhances the quality of life of County and Village residents by providing an acceptable level of service, reflecting current industry standards and practices, and provides a service that is needed or desired by the community over the long term.

### **20.0 Proposals for New Shared Services**

20.1 Either the Village or the County may put forward a proposal for a new shared service at any point in time. The proposal must be in writing and must be submitted to the other municipality's CAO. The proposal will then be placed on the next available ICC meeting agenda.

20.2 A proposal for a new shared service must include:

- (a) A brief description of the nature of the service and initial concepts for service delivery;
- (b) A rationale for proposing that the service be shared and/or commenced;

- (c) The relation of the proposal to the principles described this Framework; and
- (d) The proposed timing and priority for reviewing the proposal in relation to the implementation schedule forming part of this Framework.

20.3 A proposal for a new shared service should be shared with the other municipality as early as possible and prior to detailed work by the party making the proposal on the design and costing of the proposed service. This is to enable early input by both potential partners in the details of the proposed service.

## **21.0 Proposals for New Capital Projects**

21.1 The Village and the County agree to share their capital plans with one another.

21.2 Either municipality may invite the other to participate in a capital project. Either municipality may choose to participate or choose not to participate in a proposed capital project.

21.3 Either municipality may put forward a proposal for a new shared capital project or canvas the other municipality for their interest in participating in a shared capital project at any point in time. While a verbal discussion may be used as a starting point, the proposal must be in writing and must occur as early as possible in the initial development of the idea for the project.

21.4 If the Village and the County agree to participate in a joint capital project, the following items should be addressed in a written memorandum of understanding/agreement:

- (a) The mechanisms and processes that will be used to share decision making and information on the project from the initial concept and design stage through to management of construction contract;
- (b) The way decision making authority will be shared in relation to the contribution being made by each municipality; and
- (c) The terms and conditions for sharing costs for design work, project management and construction costs.

## **22.0 Parameters for the Content of Agreements**

22.1 Once a decision has been made to share a service, the Village and County have agreed that a formal agreement will be created.

22.2 The Village and County have agreed to the set of parameters listed below for the items and matters that should be addressed in all future agreements involving the sharing of services. These parameters will be applied as new agreements are created and as existing agreements are updated.



22.3 A service that is shared between the Village and County should be governed by an agreement that:

Parameter 1: Sets out a clear vision of what the service is intended to achieve and identifies a clear mission and mandate on how the vision will be realized and how the service will be operated.

Parameter 2: Considers differing needs, pressures and service level expectations based on the location of the service facility, ease of access by potential users, and the critical mass of population needed to provide the service in an economical manner.

Parameter 3: Is able to adapt over time to changing needs of residents, broad societal, environmental and economic influences, regulatory changes and evolving examples of best practices.

Parameter 4: Clearly communicates actual and projected financial details and has a clear funding formula that provides an equitable means of establishing financial contributions of each partner.

Parameter 5: Emphasizes ongoing sharing of information around priorities and expectations and provides opportunities for early input and participation by all partners in key decisions.

Parameter 6: Sets out a governance structure that suits the nature of the service, with well-defined roles and responsibilities, to enable decisions to be made in the interest of the broad community and achieve the most effective means of delivering the service.

Parameter 7: Provides a dispute resolution process and a mechanism for amicably parting ways and distributing liabilities and assets should a decision be made to stop sharing a service.

## **23.0 Future Funding Arrangements**

23.1 The Village and County agree that there is no one funding model that meets the needs of every service that may be shared between them. Further, it is agreed that the identification of a funding model is an explicit part of the future, more detailed exploration of any shared service arrangement. In some cases there may be grant resources available and in other cases the funding mechanism may be laid out in applicable legislation.

## PART F: IMPLEMENTATION

- 24.1 The accompanying table describes follow up work that is required to implement this Framework over the coming years. It includes the expected review and update of existing agreements, the mandatory review and update of bylaws and agreements to be consistent with this Framework, the priority for review of new shared service arrangements.
- 24.2 The target years provided in the accompanying table are meant as a guide for the general order of working through the shared priorities of the Village and County. The length of time needed to address individual items will vary from one to another. Items that take more than a year to discuss may require adjustment of the target dates.
- 24.3 The new service arrangements contained in the accompanying table are based on the Village and County priorities as of the date that this Framework was adopted. The order may be adjusted where mutually agreed by the Village and County without formally amending this Framework. Further, other parties/partners' priorities and other emerging opportunities may require adjustments to the target dates and order in which items are addressed.

Target Year(s)	Activities to Occur
2020/2021	<ul style="list-style-type: none"> <li>• <i>Fire Services Agreement</i> - review of operating and capital funding and governance provisions and general update</li> <li>• <i>Emergency Management Agreement</i> - overall review and update of all aspects</li> <li>• <i>Assessment and Review Board</i> - exploration of shared approach and new agreement if deemed feasible</li> </ul>
2022	<ul style="list-style-type: none"> <li>• <i>Solid Waste Management Services</i> - review of current agreement and exploration of recycling services</li> <li>• <i>Bylaws</i> - each municipality updates bylaws as needed to be consistent with ICF</li> </ul>
2023	<ul style="list-style-type: none"> <li>• <i>Ambulance Services Agreement</i> - review of agreement and updated AHS contract</li> <li>• <i>Access Road Agreement</i> - create agreement addressing responsibilities for shared access road(s)</li> </ul>
2024	<ul style="list-style-type: none"> <li>• <i>Bylaw Enforcement and Policing</i> - exploration of shared approach and new agreement(s) if deemed feasible</li> <li>• <i>Intermunicipal Collaboration Framework</i> - scheduled review and update as needed</li> </ul>
2025	<ul style="list-style-type: none"> <li>• <i>Current Agreements</i> - review and update of agreements that have come due for review/renewal</li> </ul>

- 24.4 The CAOs will be responsible for coordinating the activities required for implementation of this Framework. This may include:
- (a) Creating an annual work plan with the ICC and Village and County Councils;
  - (b) Undertaking preliminary work or research needed to assist the discussion of the scheduled activities/items;
  - (c) Arranging the availability of resources to undertake the discussion of each item;
  - (d) Suggesting adjustments to the order and priorities; or
  - (e) A combination of the above.

## **APPENDIX A: Dispute Resolution Process**

### **Step 1: Notice of Dispute**

1. When either Village Council or County Council believes there is a dispute under this Framework and wishes to engage in dispute resolution, the party alleging the dispute must give written notice of the matter(s) under dispute to the other party's CAO.
2. During a dispute in respect of any aspect of this Framework, the parties must continue to perform their obligations under this Framework.

### **Step 2: Negotiation**

3. Within 14 calendar days after the notice of dispute is given, each party must appoint representatives to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each party will identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives will work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the parties will also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council ratification of any resolution that is proposed.
5. Representatives will negotiate in good faith and will work together, combining their resources, originality and expertise to find solutions. Representatives will attempt to craft a solution to the identified issue(s) by seeking to advance the interests of both parties rather than simply advancing their individual positions. Representatives will fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.
6. Representatives will seek to:
  - (a) Clearly articulate their interests and the interests of their party;
  - (b) Understand the interests of other negotiators whether or not they are in agreement with them; and,
  - (c) Identify solutions that meet the interests of the other party as well as those of their own.

### **Step 3: "Cooling Off" or "Reflection" Period**

7. In the event that negotiation does not successfully resolve the dispute, there will be a "cooling off/reflection" period of 14 days before moving to the Mediation step of the dispute resolution process. This 14 day period will start on the day that the parties determine that the dispute cannot be resolved through negotiations. During this 14 day period the parties will not discuss the dispute with each other nor schedule any meetings between them to discuss the matters that are the subject of the dispute.

#### **Step 4: Mediation**

8. If the dispute cannot be resolved through negotiations, the representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation.
9. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts. The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
10. The mediator will be responsible for the governance of the mediation process. The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
11. All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.
12. If a resolution is reached through mediation, the mediator will provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each council.

#### **Step 5: “Cooling Off” or “Reflection” Period**

13. In the event that Mediation does not successfully resolve the dispute, there will be a “cooling off/reflection” period of 14 days before moving to the Arbitration step of the dispute resolution process. This 14 day period will start on the day that the parties determine that the dispute cannot be resolved through mediation. During this 14 day period the parties will not discuss the dispute with each other nor schedule any meetings between them to discuss the matters that are the subject of the dispute.

#### **Step 6: Appointment of Arbitrator**

14. The representatives must appoint an arbitrator. If the representatives can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each party 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.
15. If the representatives cannot agree on an arbitrator, the initiating party must forward a request to the Minister to appoint an arbitrator.
16. In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

## **Step 7: Arbitration Process**

17. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures will be the same as those in Division 2 of Part 17.2 of the Act.
18. The arbitrator must resolve the dispute within 365 calendar days from the date that the arbitrator was chosen.
19. If an order of the arbitrator is silent as to costs, a party may apply to the arbitrator within 30 calendar days of receiving the order for a separate order respecting costs.
20. Subject to an order of the arbitrator or an agreement by the parties, the costs of the arbitrator and arbitration process must be paid on a proportional basis by the municipalities that are parties to this Framework.
21. Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments of all of the municipalities' equalized assessments as set out in the most recent equalized assessment.

## **APPENDIX B: Current Shared Services**

This Appendix provides a list of the services provided on an intermunicipal basis between the Village of Donalda and the County of Stettler as of December 2019 through an existing agreement. The full, executed copy of the agreement for each service should be consulted for the precise nature of the arrangement between the two municipalities and other applicable parties to each agreement.

### **Water Services**

Donalda and the County of Stettler are members of the Shirley McClellan Regional Water Services Commission (SMRWSC), which supplies water to member municipalities in the region. The SMRWSC is regulated under the Municipal Government Act and is operated by its own staff and governed by a board comprised of members from participating municipalities. Furthermore, the commission functions under its own legislative and internal policies and procedures, including a separate dispute resolution mechanism.

### **Fire Services**

Donalda and the County of Stettler are members of the Stettler Regional Fire Department (SRFD) and participate in SRFD Advisory Committee meetings. Donalda pays a requisition for fire services under the May 2011 Fire Agreement. The requisition covers a portion of equipment, building, training costs, apparatus, and salaries for Fire Chief/Deputy Fire Chief, to ensure operations of the SRFD. Donalda also pays on a per call basis for responses within Village boundaries.

### **Regional Recreation Services**

Donalda and the County of Stettler participate in the County of Stettler Regional Recreation Board under the October 2004 agreement. The Board provides advice on recreation policies, the development of proposed recreation facilities, the maintenance and operation of existing facilities and any changes to recreation lands and may hire a Recreation Supervisor to assist the Board. The County provides financial administration services to the Board and annual operating funding is through requisition contributions on a per capita basis.

### **Solid Waste Management Services**

Donalda and the County of Stettler are members of the Stettler Waste Management Authority created under the July 2012 agreement between participating municipalities. The Authority is responsible for the construction, ownership, maintenance, management, operation and use of a regional solid waste management and disposal system consisting of transfer sites and a solid waste landfill. The County of Stettler and Town of Stettler are the lead partners for providing the Authority CAO. Funding is through requisition contributions for annual operating costs and capital expenditures based on an allocation formula weighted by a combination of population and developed/undeveloped property within the geographic area of operation.

**Library Services**

Donalda and the County of Stettler are members of the Parkland Regional Library which shares a collection of library resources and materials between various participating municipalities through their local libraries, provides central inventory and cataloguing services, provides library programs, and provides administrative advice and training to local libraries. Parkland Regional Library operates with its own staff. Funding is through requisition contributions for annual operating costs and capital expenditures on a per capita basis.

**Ambulance Services**

Donalda and the County of Stettler are members of the Stettler District Ambulance Association. The Association is a society created for the purposes of constructing, owning, managing, maintaining, operating and using an ambulance system. The Association has its own staff for administration and day-to-day operations. Funding is through a contract for services with Alberta Health Services, fee for services, and requisition contributions for annual operating costs and capital expenditures based on an allocation formula weighted by a combination of population and developed/undeveloped property within the geographic area of operation.

**Cemetery Services**

Donalda operates a cemetery and the County of Stettler operates several cemeteries. The cemeteries are available to residents of the Village and County. There is no formal agreement regarding the cemeteries and each operates on a fee for interment basis.

**Regional Emergency Management Services**

Donalda and the County of Stettler are participants in the Stettler Regional Emergency Management Agency (SREMA) Framework. The framework enables the sharing of a Regional Director of Emergency Management and pooling of resources in the event of a region wide emergency or a request for assistance by one of the participating municipalities.

**Seniors' Housing Services**

Donalda and the County are partners in the County of Stettler Housing Authority which operates seniors' lodges, facilities and housing units in Stettler, Big Valley and Donalda. The Authority has its own staff for administration and day-to-day operations. The services are funded through rents paid by tenants and the annual operating deficit is funded by the participating municipalities as directed by Provincial regulation.