



Intermunicipal Collaboration Framework:

City of Lethbridge and Lethbridge County

Commitment to Collaboration

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

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the 23 day of March, 2020.


LETHBRIDGE COUNTY


PER:  _____
REEVE

PER:  _____
ADMINISTRATOR



CITY OF LETHBRIDGE

PER:  _____
MAYOR

PER:  _____
ADMINISTRATOR

Intermunicipal Collaboration Framework

City of Lethbridge and Lethbridge County



CITY OF
Lethbridge



February 21, 2020

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“Moving Forward Together”



FOREWORD

The City of Lethbridge and Lethbridge County are regional municipal partners with shared values, economies, history, and geography. Each has a strong history in agriculture and commerce, which greatly influences both municipalities today. While each has distinct characteristics, together the City of Lethbridge and Lethbridge County act as the cultural, economic and social hub for southwestern Alberta. Although one municipality is rural and the other is urban, both share a common goal of building and maintaining core services for their residents and businesses. The shared histories, economies, municipal goals and proximity adjacent to each other link these two municipalities, which provides an impetus for greater cooperation.

Each municipality provides many services solely to their own residents, however, there is a history of shared service provision which has had many mutual benefits. These benefits include: increased economies of scale providing greater financial sustainability for some services, improved quality and level of services, as well as greater efficiency in delivery.

PURPOSE

Cooperation between The City of Lethbridge & Lethbridge County is not new, however, it is also now formalized and mandatory in accordance with the Municipal Government Act (MGA) Part 17.2. The MGA identifies the need for municipalities that have common boundaries to work together and requires them to establish an Intermunicipal Collaboration Framework (ICF) with each other (MGA section 708.28). Creating an Intermunicipal Collaboration Framework (ICF) has three primary purposes:

- a) provides for the integrated and strategic planning, delivery & funding of intermunicipal services
- b) to steward scarce resources efficiently in providing local services, and
- c) to ensure municipalities contribute funding to services that benefit their residents.

The City of Lethbridge and Lethbridge County Intermunicipal Collaboration Agreement will meet these three (3) purposes as outlined in the MGA. This Agreement is comprised of three different components (as required in MGA section 708.28 and 708.3) which together forms the City of Lethbridge and Lethbridge County Intermunicipal Collaboration Agreement. The three components of this agreement are:

- 1. City of Lethbridge and Lethbridge County Intermunicipal Collaboration Framework Agreement – Operative Clause**
- 2. City of Lethbridge and Lethbridge County Intermunicipal Collaboration Framework Agreement – Mutually Beneficial Services**
- 3. Appendix A – Future Discussion Items**

As the Provincial Government seeks to encourage regional thinking, the City of Lethbridge and Lethbridge County will continue to lead strategically through the creation of this Intermunicipal Collaboration Framework Agreement.

PROCESS

This Intermunicipal Collaboration Framework Agreement was created jointly through collaboration between administration at both the City of Lethbridge and Lethbridge County. The process began early in April 2019 when both CAOs and administration from both municipalities came together to discuss: how we have worked together in the past, how we work together now including beginning to identify all current intermunicipal service delivery, and the beginning of a discussion on how we would like to work together moving forward.

Following the initial meetings, an inventory was compiled of all service agreements for water, sewer, transportation, recreation or emergency services that were being provided by each municipality. This included identifying any services that were being shared between the two municipalities and identifying the location and details of the shared service as outlined in any existing service agreements between the municipalities. The inventory of shared services also captured any private agreements where the City of Lethbridge provides a service (water, sewer, etc.) to a private landowner or business located within Lethbridge County boundaries. By compiling the existing agreements, administration were able to identify what services were provided locally in each municipality, what services were shared between the two municipalities (and where), where any private agreements for service delivery across municipal boundaries existed, and identified any agreements that have or may soon expire and that may need to be renewed. The inventory of services is a vital component of this Agreement, and the process of compiling this inventory allowed the two municipalities to reflect on their strength of working together and to identify what areas we should continue to work together in going forward.

The City of Lethbridge and Lethbridge County are regional municipal partners with shared values, economies, history and geography.



OPERATIVE CLAUSE

Goals

The Intermunicipal Collaboration Framework has four main goals:

1. To meet the requirements of provincial legislation.
2. To promote the principles of collaboration between neighbouring municipalities with a common border.
3. To ensure municipalities consult and communicate on intermunicipal matters.
4. To consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.

Deliverables:

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their citizens: 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 municipality in the decision-making process.

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

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

Cooperation not Competition: Although each municipality is responsible to its citizens, there is recognition that the citizens and businesses of the region share similar needs and interests and as such each Council will emphasize cooperation and therefore not direct competition with respect to setting municipal policy.

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

Ensure sufficient cost-recovery funding for any services provided by the other municipality. When any service is shared between The City of Lethbridge and Lethbridge County, the municipality receiving the service will provide the necessary funding to cover their use of a service.

Commitment to Consultation and Cooperation:

The fundamental basis of this agreement is communication and consultation and as such the two municipalities agree to consult on projects which have a regional impact. By recognizing the requirement to consult, each municipality will include the other in their project circulations and both agree to meet and work through matters as they arise. Where notification has been provided that a meeting is required, it shall be first handled by the respective CAOs or their designate and if that does not resolve the concerns at hand it shall be dealt with by a committee from each Council recognizing time may be of essence. The purpose of this consultation protocol is to ensure that the municipalities leverage opportunities and develop common solutions to any challenges that affect the region.

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

Management of ICF: Roles and Responsibilities

The Role of both 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 onto the agreement, each Council affirms the commitment to increased cooperation at both the Council and administration levels.

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

The Role of the CAOs and Administration:

The CAOs have been identified as the principals responsible for maintaining the agreement, its delivery and dealing with intermunicipal issues that surface from time to time during the term of this agreement.

Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality adheres to the principles of the agreement. The CAOs will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities and prioritizing municipal actions for the consideration of each Council. Disputes or disagreements between CAOs will be dealt with by a dispute resolution committee set up with members from each council.

The Role of Staff:

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

The Framework Protocols

Intermunicipal Communication Protocol

The success of this agreement is based upon respectful dialogue and the provision of information in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities will jointly develop and abide by the principles of a communication protocol including the following principles:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
 - a. Seek to understand
 - b. Avoid personal attacks either privately or publicly
 - c. Asking for clarification on policies adopted by the other municipality to ensure understanding
 - d. Address issues as being of a joint nature meant to be resolved together
 - e. Seek to maximize the benefits for both parties
2. The Protocol should seek to ingrain collaboration and cooperation in each municipal organization
 - a. Both organizations agree to ensure proper training takes place on intermunicipal collaboration following a municipal election
 - b. Both organizations agree to provide additional training as required following any change in elected officials or senior administration

3. The protocol should ensure that each municipality provides to the other information pertaining to:
 - a. Major capital projects which may impact the other municipality
 - b. Lobby efforts to higher levels of government with respect an issue which may impact regional services
 - c. Adopted strategic plans
 - d. Adopted statutory plans
 - e. Funding, aid or support to other organizations within the other municipality when requested
 - f. Ceremonies, celebrations, events of regional impact
 - g. Promotion of collaborative successes

Conflict Resolution Protocol

The municipalities recognize that the development of this agreement is the start – not the end of the process. Understanding that not all issues may be agreed upon, the municipalities recognize the need to establish a conflict resolution process as follows:

BREACH OF ICF



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

MISUNDERSTANDINGS



If differences occur outside of an outright 'breach' of an agreement, which may include divergent expectations in the delivery of a joint service, variance on how the committee wishes to proceed on an issue or any circumstance which may impact or disrupt service delivery or relationships, **an informal discussion between CAOs will be conducted.**

INTERMUNICIPAL DISPUTE COMMITTEE



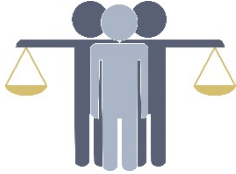
If this does not resolve the issue **an Intermunicipal Dispute Committee shall be appointed by both Councils** who will decide on and negotiate an effective solution.

MEDIATION



If the subcommittee negotiation process is unsuccessful **a mediated process is initiated using the services of a jointly agreed upon mediator** with costs shared equally between municipalities. The mediator will be solely responsible for the governance of the mediation process.

ARBITRATION



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

The conflict resolution process outlined above should be based upon the following principles:

1. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
2. All matters of conflict should be resolved using a clear procedural pathway.
3. Maintain at all times, the essence of collaboration on the majority of issues even though conflict may exist on some issues.

Mutually Beneficial Services

MUTUALLY BENEFICIAL SERVICES INVENTORY

The Municipal Government Act requires adjacent municipalities to work collaboratively with each other to plan, deliver, and fund services that benefit residents in both municipalities. The act requires municipalities with common borders to develop an Intermunicipal Collaboration Framework Agreement. The agreement must address how the services are delivered and identify which services are best suited to be delivered on an intermunicipal basis. The inventory of mutually beneficial services can be broken into general categories of: transportation, water & wastewater, solid waste, emergency services, and recreation. A discussion of each category of service is described below:

Transportation

No agreements exist or are currently required between The City of Lethbridge and Lethbridge County in the area of transportation. While transportation services should be provided separately by each municipality, coordination of construction of transportation corridors that connect the two municipalities will continue to be undertaken at the administrative level to ensure that both municipalities' strategic transportation goals are in alignment with each other.

Water and Wastewater

Thirteen (13) agreements exist or are currently required in the area of water, between The City of Lethbridge and Lethbridge County, or between the City of Lethbridge and another organization located within Lethbridge County. These agreements are:

Mutually Beneficial Services			
Services Shared Between Municipalities			
Agreement Name	Agreement between:	Expiry Date	Description
RAVE Industrial Park- Lethbridge County Water and Sewer Agreement	<ul style="list-style-type: none"> • City of Lethbridge • Lethbridge County 	2/29/2040	City provides both water & wastewater services to RAVE industrial park. City is compensated at rates set out in the agreement.

Fairview Subdivision sewage & water service agreement	<ul style="list-style-type: none"> • City of Lethbridge • Lethbridge County 	2/29/2040	City provides water and sewage service to Fairview Subdivision. City is compensated at rates set out in the agreement.
City of Lethbridge and Lethbridge County Southeast Water Agreement	<ul style="list-style-type: none"> • City of Lethbridge • Lethbridge County 	1/31/2034	The City provides water to the Lethbridge County Rural Waters Users Association for domestic water use only. City is compensated at rates set out in the agreement.
City of Lethbridge and Lethbridge County Water Supply Agreement (Sunset Acres Edgemoor)	<ul style="list-style-type: none"> • City of Lethbridge • Lethbridge County 	7/31/2030	The City provides water to sunset acres. Edgemoor was added to this agreement in 2017. City is compensated at rates set out in the agreement.

Services Shared via Other Agreements

Agreement Name	Agreement between:	Expiry Date	Description
Agropur cooperative-wastewater treatment and disposal	<ul style="list-style-type: none"> • City of Lethbridge • Agropur 	4/30/2043	City provides wastewater treatment & disposal to Agropur Cooperative located in Lethbridge County, who pays the City at set rates in the agreement.
West coast reduction - wastewater treatment and disposal	<ul style="list-style-type: none"> • City of Lethbridge • West Coast Reduction Ltd. 	4/30/2043	City provides wastewater treatment & disposal to West Coast Reduction Ltd. Located in Lethbridge County, who compensates the City at set rates in the agreement.
City of Lethbridge and Town of Coalhurst Sewerage Agreement	<ul style="list-style-type: none"> • City of Lethbridge • Town of Coalhurst 	1/31/2035	City provides sewer service to Town of Coalhurst, who compensates the City at set rates in the agreement.

<p>Lethbridge Regional water Services Commission (water to Coaldale, Coalhurst, Iron Springs, Shaughnessy, Diamond City, Turin, McCain Foods at Chin and Sunny Rose Cheese)</p>	<ul style="list-style-type: none"> • City of Lethbridge • Lethbridge Regional Water Services Commission 	<p>1/31/2030</p>	<p>City provides regional water service to the following municipalities: Coaldale, Coalhurst, Iron Springs, Shaughnessy, Diamond City, Turin, McCain Foods at Chin, and Sunny Rose Cheese at Diamond City. Recipients pay for the service at rates set out in the agreement.</p>
<p>Marshall auto wreckers water</p>	<ul style="list-style-type: none"> • City of Lethbridge • Cunningham & Shannon Ltd. 	<p>2000</p>	<p>City provides water service to Marshall Auto Wreckers located in Lethbridge County, who compensates the City at set rates in the agreement.</p>
<p>Federal Agriculture research station and provincial GAOL – Water service (replaced provincial GAOL agreement)</p>	<ul style="list-style-type: none"> • City, • Federal Gov't & Provincial Gov't 	<p>8/1/2000 EXPIRED</p>	<p>City provided water to Federal Research Station & Provincial GAOL. City is compensated at rates set out in the agreement.</p>
<p>Lethbridge community college animal husbandry building - water and sewer via provincial jail</p>	<ul style="list-style-type: none"> • City, • Federal Gov't & Provincial Gov't 	<p>8/1/2000 EXPIRED</p>	<p>City provides water & sewer to the college animal husbandry building provided via agreements # 1973-8140 (water service to fed research station & provincial GAOL) & 1973-8141 (sewer service to the same). City is compensated at rates set out in the agreement.</p>
<p>Federal Agriculture Research station and provincial GAOL – Sewage Service</p>	<ul style="list-style-type: none"> • City, • Federal Gov't & Provincial Gov't 	<p>8/1/1993 EXPIRED</p>	<p>City provides wastewater services to Fed Ag Research & Provincial GAOL. City is compensated at rates set out in the agreement.</p>

<p>Nagy residence water Agreement</p>	<ul style="list-style-type: none"> • City of Lethbridge • Steve & Helen Nagy 	<p>Undefined</p>	<p>City provides water service to Nagy residence located in Lethbridge County, who compensates the City at set rates in the agreement.</p>
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The provision of water and wastewater services can and should be provided on an intermunicipal basis, as economies of scale would suggest that the County would benefit more financially from contracting this out to the City rather than providing their own infrastructure for water and sewage treatment, distribution and disposal. The City of Lethbridge and Lethbridge County should continue to coordinate on providing water and sewer to users as requested and where any extra capacity in the City's system allows.

Solid Waste

Two (2) Intermunicipal Agreements exist or are currently required between The City of Lethbridge and Lethbridge County in the area of solid waste. These agreements are:

Mutually Beneficial Services			
Services Shared Between Municipalities			
Agreement Name	Agreement between:	Expiry Date	Description
Lethbridge Regional Landfill in lieu of tax	<ul style="list-style-type: none"> City of Lethbridge Lethbridge County 	5/6/2022	City pays County a set amount for use of landfill site located within Lethbridge County.
Enforcement of City Bylaw 6148 (Waste & Recycling Enforcement Bylaw) within Lethbridge County	<ul style="list-style-type: none"> City of Lethbridge Lethbridge County 	Permanent	This allows the City to enforce their waste enforcement bylaw at the recycling centre located in Lethbridge County. This ensures consistency with the other City-run recycling centres within City limits.

The provision of solid waste services (carting and pickup) can and should be provided locally in each municipality. However, the location of the landfill is ideally to be located within Lethbridge County as this limits any negative impacts of the site on large populations or business.

Emergency Services

One Intermunicipal Agreement currently exist between The City of Lethbridge and Lethbridge County in the area of emergency services. The agreement currently in place is:

Mutually Beneficial Services			
Services Shared Between Municipalities			
Agreement Name	Agreement between:	Expiry Date	Description
Emergency Fire Suppression and Rescue Services Agreement	<ul style="list-style-type: none"> City of Lethbridge Lethbridge County 	3/30/2022 (automatically renewing every year, unless either party withdraws)	Agreement sets out the conditions in which the City will provide fire services to the County & associated costs.
Fire Inspection and Development Plan Review Agreement	<ul style="list-style-type: none"> City of Lethbridge Lethbridge County 	9/01/2020 (automatically renewing every year, unless either party withdraws)	Agreement sets out the terms and conditions for the City to provide fire inspections in accordance with the County's Fire QMP and development plan review

Fire & EMS services should continue to be provided on an intermunicipal basis due to the lack of infrastructure Lethbridge County would need to develop in order to provide fire and EMS services at the same level of that provided by the City. Lethbridge County will be able to provide its residents better emergency response service and at a more cost effective price point by utilizing the City of Lethbridge's Fire & EMS services rather than by providing their own. Currently no intermunicipal service agreement exists in the area of policing, policing in each municipality is provided separately. This is recommended to continue as Lethbridge County contracts the RCMP to provide police services.

Recreation

No agreements exist or are currently required between The City of Lethbridge and Lethbridge County in the area of recreation. While each municipality recognizes that their recreation facilities are used by both residents and non-residents of the municipality, both agree that the provision of recreation services should

continue to be provided and funded separately in each municipality, with an understanding that it benefits all residents regionally.

Attachments to this Agreement

The following are attached as appendices to this agreement:

1. Appendix A – Future Discussion Items

Commitment to Collaboration

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

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the _____ day of _____, 2020.

LETHBRIDGE COUNTY

CITY OF LETHBRIDGE

PER: _____

PER: _____

REEVE

MAYOR

PER: _____

PER: _____

Appendix A – Future Discussion Items

In recognition of continued collaboration between the two municipalities, the City of Lethbridge and Lethbridge County have identified the following general areas of mutual interest that would merit further discussions and collaboration in the future:

- A. Airport annexation issues
- B. Boundary roads discussion
- C. Water & wastewater servicing issues