

Intermunicipal Collaboration Framework Between the City of Medicine Hat, the Town of Redcliff, and Cypress County

March 24, 2020

Prepared for:

City of Medicine Hat, Town of Redcliff, Cypress County

Prepared by:

Stantec Consulting Ltd.

## **Table of Contents**

PREAMBLE	1
1. PURPOSE	1
2. MUNICIPALITIES	1
3. DEFINITIONS	1
4. TERM AND REVIEW	3
5. INTERMUNICIPAL COMMITTEE	3
6. FUTURE PROJECTS, SHARED SERVICES, AND AGREEMENTS	4
7. SERVICE AGREEMENTS	5
8. THE ROLE OF COUNCIL AND ADMINISTRATION	5
9. OVERVIEW OF MUNICIPAL SERVICES	6
10. EXISTING COOPERATION	11
11. INTERMUNICIPAL DEVELOPMENT PLAN	11
12. DISPUTE RESOLUTION	12
13. CORRESPONDENCE	14
14. AUTHORIZATIONS	15
LIST OF APPENDICES	
APPENDIX A MSA IMPLEMENTATION & NEGOTIATION PLAN	A.1
ADDENDIY D. EVISTING SERVICE DELIVERY ACREEMENTS	D 4

#### **PREAMBLE**

**WHEREAS**, the City of Medicine Hat, the Town of Redcliff, and Cypress County recognize the importance and the responsibility of each respective municipality to make decisions on behalf of their residents; and

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

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

WHEREAS, the municipalities 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 municipalities hereto it is agreed as follows:

#### PURPOSE

- a) The purpose of this document is to establish an Intermunicipal Collaboration Framework and a collaborative process between Cypress County, the City of Medicine Hat, and the Town of Redcliff.
- b) To establish a pattern for intermunicipal communication and cooperation.
- c) To encourage and support collaboration on the delivery of services where a mutual benefit can be realized.

### 2. MUNICIPALITIES

a) The municipalities party to this agreement are the City of Medicine Hat, the Town of Redcliff, and Cypress County.

### 3. DEFINITIONS

- a) In this Agreement
  - i. "Agreement" means this agreement including all appendices and schedules hereto.



- ii. "Capital costs" means expenses related to developing or obtaining infrastructure or other hard assets such new facilities/equipment, expansions to existing facilities/equipment, and intensification of use of existing facilities.
- iii. "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.
- iv. "Committee" means Intermunicipal Committee as defined in Section 5 of this agreement.
- v. "Dispute resolution process" refers to the process for resolving disputes related to this agreement as required by the *Municipal Government Act* (MGA).
- vi. "Intermunicipal Development Plan" in this agreement means the Intermunicipal Development Plan prepared and filed for the City of Medicine Hat, the Town of Redcliff, and Cypress County.
- vii. "Intermunicipal provision" refers to municipal services provided through a shared or joint service delivery 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. "Municipality" means the City of Medicine Hat, the Town of Redcliff, or Cypress County.
- viii. "Lead" refers to the municipality or organization assigned to organize or administer the day-to-day operations of a specific intermunicipal initiative.
- ix. "Municipalities" means the City of Medicine Hat, the Town of Redcliff, and Cypress County.
- x. "Municipal 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.
- xi. "Mutual benefit" means equality and respect within the relationship between the municipalities and agreements in which each municipality gains value.
- xii. "Service delivery agreement" means a legally binding agreement such as a contract, agreement, or memorandum of understanding that outlines costs-haring, management of new arrangements, and is signed by at least two of the municipalities.
- xiii. "Services" or "In-scope services" means services that two or more of the municipalities may consider for joint cost-sharing or management and are identified in Section 5 of this agreement.
- xiv. "Third-party 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.
- xv. "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 MGA, this is a permanent agreement and shall come into force on the passing of resolutions by all municipalities.

#### **Review**

b) It is agreed to by the municipalities that the Intermunicipal Committee shall meet at least once every four years to review the terms and conditions of the agreement, or upon request by any of the municipalities.

#### **Amendments**

- c) This agreement may be amended by mutual consent of all municipalities unless specified otherwise in this agreement.
- d) Amended copies of this agreement shall come into force on the passing of resolutions by all municipalities.
- e) Amended versions to this agreement shall supersede and replace all previous versions of this agreement.

#### 5. INTERMUNICIPAL COMMITTEE

- a) The City of Medicine Hat, the Town of Redcliff, and Cypress County agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee). The role, composition, and function of the Committee will be expressed in a terms of reference which will be adopted by the municipalities.
- b) The Committee terms of reference should consider a number of items including:
  - i. Mandate of the Committee;
  - ii. Composition of the Committee;
  - iii. Relationship of the Committee to Councils and Administrations of the municipalities;
  - iv. Operating procedures, including meeting frequency and reporting requirements; amd
  - v. Any other items as mutually agreed upon by the Councils of the municipalities.
- c) "Services" or "In-scope services" to be considered in this agreement for potential future joint costsharing, revenue-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 of more than one of the Municipalities.

### 6. FUTURE PROJECTS, SHARED SERVICES, AND AGREEMENTS

- a) When any of the Municipalities seeks to pursue a new project and/or initiative with the other municipalities, the initiating CAO or designate will notify the other CAOs.
- b) The initial notification will include a general description of the project, estimated costs, and timing of expenditures. The receiving municipalities will advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.
- c) The Committee will meet to discuss the project within 30 days, if requested by any of the Municipalities, and may schedule subsequent meetings as needed.
- d) The Committee may establish any number of ICF subcommittees for specific tasks, or for oversight and continuous evolution in a particular area of services.
- e) The following criteria will be used when assessing the desirability of funding of new projects:
  - i. The nature of the project;
  - ii. The level of community support including the demonstrated effort by volunteers to raise funds and obtain grants, if applicable;
  - iii. Relationship of a proposed capital project to the Intermunicipal Development Plan, or any other regional long-term planning document prepared by the municipalities;
  - iv. The projected operating cost for new capital projects;
  - v. Projected utilization by residents of both municipalities; and
  - vi. Municipal debt limit.
- f) The Committee will review and negotiate the terms related to the project or new shared service including the cost-sharing arrangement of the project or service. The Committee will provide a recommendation for approval to the councils of the Municipalities.
- g) 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 municipalities will make best efforts to accommodate a compressed timeframe.
- h) A proposed list of future service projects 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.



i) The Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of the electorate to support the project and any borrowing that could be required.

#### 7. SERVICE AGREEMENTS

- a) Any change to the intermunicipal provision of 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; and
  - iv. A review date to evaluate the efficiency of the shared service delivery and funding strategy.
- b) Where the Committee desires a service delivery agreement, a service agreement shall be developed on that specific item.
- c) When developing service delivery 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 timeframe 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 more of the Municipalities wish to discontinue in the service delivery; and
  - v. Resolve any disputes through the dispute resolution process as referenced in this agreement.

### 8. THE ROLE OF COUNCIL AND ADMINISTRATION

- a) Each council retains the ability and responsibility to make decisions on behalf of their residents. By adopting the agreement, 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 each organization.
- b) Administration, through the direction of the CAO, will be the mechanism through which the agreement is formalized, maintained, delivered, and made durable.
  - i. Administration will be responsible to ensure the requirements of the agreement are carried out operationally and can initiate communication as-needed.
  - 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.



c) The municipalities and their councils agree to align with the purpose of the ICF as identified in Section 1.

### 9. OVERVIEW OF MUNICIPAL SERVICES

- a) The City of Medicine Hat, Town of Redcliff, and Cypress County have reviewed the services offered to residents.
- b) Based on the review it has been determined that each Partner 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 indicates which services are provided independently, intermunicipally, or indirectly to residents and ratepayers in each municipal jurisdiction.



		Service	Provision in the City of Medi	cine Hat		
ICF Category	Municipal	Intermunicipal, City of Medicine Hat – Others	Intermunicipal, City of Medicine Hat – Cypress County	Intermunicipal, City of Medicine Hat – Town of Redcliff	Intermunicipal, City of Medicine Hat – Town of Redcliff – Cypress County	Third-Party
Transportation	<ul> <li>Road Maintenance, Snow Plowing, gravelling, etc.</li> <li>Street Sweeping</li> <li>Transit</li> <li>Transportation Master Planning</li> <li>Roads &amp; Public Works</li> <li>Active Transportation</li> <li>Fleet Management</li> <li>Specialized Transit</li> <li>Airport</li> </ul>			Specialized Transit		
Water / Wastewater	<ul><li>Sanitary</li><li>Water</li><li>Storm Sewer</li></ul>		<ul><li>Sanitary</li><li>Water</li></ul>	<ul><li>Sanitary</li><li>Storm Sewer</li></ul>		Bulk Water Sales
Solid Waste	<ul> <li>Landfill</li> <li>Garbage Pickup (Residential)</li> <li>Garbage Pickup (Commercial / Industrial)</li> <li>Compost</li> </ul>		• Landfill			
Emergency Services	<ul> <li>Fire</li> <li>Policing</li> <li>Municipal Enforcement / Bylaw</li> <li>Animal Control</li> <li>Crime Prevention</li> <li>Medical Co-Response</li> <li>Emergency Management</li> <li>Dispatch</li> </ul>		<ul><li>Fire</li><li>Mutual Aid</li></ul>	<ul><li>Mutual Aid</li><li>Dispatch</li></ul>		Ambulance
Recreation	<ul> <li>Recreation Master Planning</li> <li>Spray Park</li> <li>Bike Track</li> <li>Curling Rink</li> <li>Aquatic Centre</li> <li>Athletic Fields</li> <li>Skate Parks</li> <li>Trails</li> <li>Ball Diamonds</li> <li>Playgrounds</li> <li>Arenas</li> <li>Parks</li> <li>Cemetery</li> <li>Campgrounds</li> <li>River Recreation</li> <li>Echo Dale Park</li> <li>Dryland Facilities</li> </ul>		<ul> <li>Trails</li> <li>General Recreation</li> </ul>			<ul> <li>Golf Courses</li> <li>Dryland Facilities</li> </ul>



Other Services that Benefit Residents			<ul> <li>Library</li> <li>Airshed Management</li> <li>Economic Development</li> <li>Affordable Housing / Seniors</li> </ul>
			<ul><li>Housing</li><li>Electricity</li><li>Gas</li><li>Family &amp; Community Support Services</li></ul>



	Service Provision in the Town of Redcliff					
ICF Category	Municipal	Intermunicipal, Town of Redcliff - Others	Intermunicipal, Town of Redcliff  – City of Medicine Hat	Intermunicipal, Town of Redcliff - Cypress County	Intermunicipal, Town of Redcliff - Cypress County - City of Medicine Hat	Third-Party
Transportation	<ul> <li>Road Maintenance, Snow Plowing, Gravelling, etc.</li> <li>Street Sweeping</li> <li>Transportation Master Planning</li> <li>Roads &amp; Public Works</li> <li>Active Transportation</li> <li>Fleet Management</li> </ul>		Specialized Transit			
Water / Wastewater	<ul><li>Sanitary</li><li>Water</li><li>Bulk Water Sales</li></ul>		Sanitary     Storm Sewer			
Solid Waste	<ul><li>Garbage Pickup (Residential)</li><li>Garbage Pickup (Commercial / Industrial)</li></ul>			Landfill		Garbage Pickup (Commercial / Industrial)
Emergency Services	<ul> <li>Fire</li> <li>Municipal Enforcement / Bylaw</li> <li>Animal Control</li> <li>Emergency Management</li> </ul>		Mutual Aid     Dispatch	Mutual Aid		<ul><li>Policing</li><li>Crime Prevention</li><li>Ambulance</li></ul>
Recreation	<ul> <li>Recreation Master Planning</li> <li>Spray Park</li> <li>Bike Track</li> <li>Curling Rink</li> <li>Aquatic Centre</li> <li>Athletic Fields</li> <li>Skate Parks</li> <li>Trails</li> <li>Ball Diamonds</li> <li>Playgrounds</li> <li>Arenas</li> <li>Parks</li> <li>Cemetery</li> <li>Campgrounds</li> </ul>			General Recreation		<ul> <li>Bike Track</li> <li>Curling Rink</li> <li>Trails</li> <li>Golf Courses</li> </ul>
Other Services that Benefit Residents						<ul> <li>Library</li> <li>Airshed Management</li> <li>Economic Development</li> <li>Affordable Housing / Seniors Housing</li> <li>Electricity</li> <li>Gas</li> <li>Family &amp; Community Support Services</li> </ul>



		Ser	vice Provision in Cypress Co	ounty		
ICF Category	Municipal	Intermunicipal, Cypress County – Others	Intermunicipal, Cypress County  – City of Medicine Hat	Intermunicipal, Cypress County  – Town of Redcliff	Intermunicipal, Cypress County  – City of Medicine Hat – Town of Redcliff	Third-Party
Transportation	<ul> <li>Road Maintenance, Snow Plowing, Gravelling, etc.</li> <li>Street Sweeping</li> <li>Roads &amp; Public Works</li> <li>Spring Weight Restrictions</li> <li>Fleet Management</li> <li>Specialized Transit</li> <li>Gravel Pits</li> </ul>	Road Maintenance, Snow Plowing, Gravelling, etc.				
Water / Wastewater	<ul><li>Sanitary</li><li>Water</li><li>Bulk Water Sales</li><li>Water Sales / Distribution</li></ul>		<ul><li>Sanitary</li><li>Water</li></ul>			
Solid Waste	<ul> <li>Garbage Pickup (Residential / Commercial / Industrial)</li> <li>Recycling</li> <li>Compost</li> <li>Transfer Sites</li> </ul>		• Landfill	Landfill		
Emergency Services	<ul> <li>Fire</li> <li>Municipal Enforcement / Bylaw</li> <li>Animal Control</li> <li>Crime Prevention</li> <li>Medical Co-Response</li> <li>Dispatch</li> <li>Emergency Managements</li> </ul>	Mutual Aid	<ul><li>Fire</li><li>Mutual Aid</li></ul>	Mutual Aid		<ul><li>Policing</li><li>Ambulance</li></ul>
Recreation	<ul> <li>Recreation Master Planning</li> <li>Curling Rink</li> <li>Trails</li> <li>Ball Diamonds</li> <li>Playgrounds</li> <li>Arenas</li> <li>Parks</li> <li>Campgrounds</li> </ul>		Trails     General Recreation	General Recreation		<ul><li>Ball Diamonds</li><li>Cemetery</li><li>Golf Courses</li></ul>



#### 10. EXISTING COOPERATION

- a) The City of Medicine Hat, Town of Redcliff, and Cypress County (at the time of adoption of this agreement) have service delivery agreements identified in Appendix B to provide services to residents and.
- b) Where any of the agreements have lapsed, the Committee, at the direction of their councils, may desire to review and renew agreements.
- c) If any provision of this agreement conflicts with any provisions of an existing agreement between all or any of the municipalities, the affected municipalities shall:
  - Direct the respective appropriate representatives of the affected municipalities to meet as soon as reasonably possible following the identification of the dispute, for the purposes of resolving the conflict;
  - ii. Act reasonably and negotiate in good faith in order to address and/or accommodate the conflict including, without restriction, altering or rescinding the agreement that conflicts with this ICF; and
  - iii. In the event that the municipalities are unable to reach an agreement within 30 days of the identification of the conflict, the outstanding matters in dispute shall be referred to be resolved under the dispute resolution process as referenced in this agreement.

### 11. INTERMUNICIPAL DEVELOPMENT PLAN

a) The Municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the MGA.



### 12. DISPUTE RESOLUTION

a) The Municipalities agree that it is important to avoid any dispute by ensuring that the intent of the ICF is followed. It is agreed that potential issues are identified and communicated as early as possible and, if there are any disagreements as to the interpretation and application of this ICF, the following binding dispute resolution mechanism, which is a requirement of all ICFs pursuant to the MGA, will be implemented. To satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute or disagreement resolution process has been established and agreed to.

b) If there is a disagreement regarding matters outlined in the ICF, they shall be addressed and resolved at any of the stages of the dispute resolution process outlined as follows:

#### Stage 1 – Notice of Dispute

i. When a party believes there is a dispute under an ICF and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other party or municipalities. It is understood that when a notice of dispute is provided, the councils of the municipalities party to that dispute will be notified.

#### Stage 2 – Municipal Administrative Communication

 CAOs and/or Administration from the municipalities party to the dispute shall meet and attempt to resolve the issue/concern. If no resolution can be agreed upon within 30 calendar days, the issue shall be advanced to Stage 3.

#### Stage 3 – Optional Intermunicipal Committee Review (Confidential)

- If the disagreement is moved forward to the Committee, a meeting of all members of the Committee may be set within 21 calendar days from the time of referral from the Municipal Administration review.
- ii. After careful consideration of the facts and points of view, the Committee may:
  - a) Request additional information to assist in its deliberations;
  - b) If possible, agree on a consensus position of the Committee in support of or in opposition to the proposal, to be presented to all municipal councils; or
  - c) Conclude that no consensus can be reached at the Committee level. If agreed to, a facilitator may be employed to help the Committee work toward a consensus position. If consensus cannot be reached within 30 calendar days, a Joint Council Session shall be held.

#### Stage 4 - Joint Council Session

i. Where a dispute cannot be resolved to the satisfaction of the CAOs and/or Committee after thirty (30) calendar days, the dispute will be referred to the Mayors, Reeve, and councils of the municipalities party to the dispute. The dispute will be discussed with a focus on resolving issues; the intent is that no formal motions will be made, and it will be a closed session.



#### Stage 5 - Mediation Process

- i. If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- ii. Prior to the initiation of the mediation process, the municipalities party to the dispute shall:
  - 1. Appoint an equal number of representatives to participate in the mediation process;
  - 2. Engage a mediator agreed to by the municipalities at equal cost to each municipality; and
  - 3. Approve a mediation process and schedule.
- iii. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- iv. The municipalities must give the mediator access to all records, documents, and information that the mediator may reasonably request.
- v. The municipalities 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.
- vi. All proceedings involving a mediator are without prejudice, and, unless the municipalities agree otherwise, the cost of the mediator must be shared equally between the municipalities.
- vii. At the conclusion of the mediation process, the mediator will submit a report to all councils of the municipalities party to the dispute for consideration. The mediator's report and recommendations are not binding on the municipalities and would be subject to the approval of all councils of the municipalities party to the dispute.
- viii. If all councils party to the dispute agree to the mediation report recommendation, then the applicant municipality would take the appropriate actions to address the disputed matter.

#### Stage 6 - Optional Arbitration

i. If the municipalities party to the dispute cannot reach agreement through mediation, an arbitrator may be appointed to produce a binding or non-binding decision. The municipalities party to the dispute are not required to abide by this decision.

#### Stage 7 – Binding Arbitration per the MGA

- i. If Optional Arbitration is unsuccessful, the municipalities party to the dispute must forward a copy of the issue and work completed to the Minister of Municipal Affairs with a request to the Minister to appoint an arbitrator.
- ii. In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.
- iii. The arbitration process shall follow the arbitration and arbitrator's powers, duties, functions, practices and procedures set out in Part 17.2 of the MGA and the *Arbitration Act*.



### 13. CORRESPONDENCE

- a) Written notice under this Agreement shall be addressed as follows:
  - i. In the case of the City of Medicine Hat to:

City of Medicine Hat 580 – 1 Street SE Medicine Hat, AB T1A 8E6

Attention: Chief Administrative Officer

Email: robnic@medicinehat.ca

ii. In the case of the Town of Redcliff to:

Town of Redcliff 1 – 3 Street NE Redcliff, AB T0J 2P0

Attention: Chief Administrative Officer

Email: redcliff@redcliff.ca

iii. In the case of Cypress County to:

Cypress County 816 – 2 Avenue Dunmore, AB T1B 0K3

Attention: Chief Administrative Officer

Email: tarolyn.aaserud@cypress.ab.ca

b) Each municipality may amend its address for notice and/or primary contact set forth above from time to time, upon providing notice in writing to the other municipalities providing the new municipal address and/or primary contact information.



## 14. AUTHORIZATIONS

Sig	ned and dated on:		
_	Signature of Ted Clugston Mayor, City of Medicine Hat	Signature of Dwight Kilpatrick Mayor, Town of Redcliff	Signature of Dan Hamilton Reeve, Cypress County
_			
_	Signature of Robert Nicolay	Signature of Derrin Thibault	Signature of Tarolyn Aaserud
	CAO, City of Medicine Hat	Interim CAO, Town of Redcliff	CAO, Cypress County
=	Date	Date	Date



## Appendix A MSA IMPLEMENTATION & NEGOTIATION PLAN

This plan identifies potential future intermunicipal initiatives that the municipalities are interested in exploring. It is intended to be nonbinding and subject to the preparation of other studies and agreements reflecting the items set forth in this plan and other terms that are agreed to by the municipalities.

#### 1.1.1 Overall MSA (Municipal Service Area) Vision

As partners within the region, the City of Medicine Hat, Town of Redcliff, and Cypress County cooperate on service provision to maximize collaboration, efficiency, and economic development competitiveness of the region as a whole, for the mutual benefit of all municipalities.

- The municipalities advocate as a region on matters of mutual interest.
- The municipalities share and develop public education programs related to municipal services as a region.
- The municipalities adhere to an established regional communication protocol on matters of mutual interest.
- The municipalities determine servicing sharing agreements based on a common set of data collection methods.

#### 1.1.2 Priority Level

The items below are future intermunicipal initiatives identified by the municipalities along with the next steps required to explore them. The initiatives are organized by the following Municipal Service Areas (MSAs):

- 1. Transportation
- 2. Emergency
- 3. Solid Waste
- 4. Water and Wastewater
- 5. Recreation
- 6. Other MSA Items

For each initiative, a priority level of low, medium, or high has been assigned based on an anticipated "Begin By" milestone.

Priority "Begin By" Milestone		Anticipated "Begin By" Date
Low	Prior to ICF Version 2 adoption	April, 2024
Medium	Prior to Year 3 of ICF Version 1	April, 2022
High	Prior to ICF Version 1 adoption due date	April, 2020

The Municipalities commit to having an initial scoping meeting for all High and Medium Priority intermunicipal initiatives within the first six months of ICF adoption.



#### 1.1.3 Responsibility

The Committee and the Working Group have been assigned the following responsibilities in relation to the MSA Implementation and Negotiation Plan:

	Committee	Working Group
Role	<ul> <li>Identification of intermunicipal initiatives</li> <li>Confirmation on whether to proceed with further exploration after benefit of intermunicipal collaboration has been determined</li> </ul>	<ul> <li>Determine whether intermunicipal collaboration is beneficial (through the Intermunicipal Collaboration Tool (ICT) or otherwise).</li> <li>Complete identified "Next Steps / Action Items"</li> <li>Provide a recommendation to the Committee</li> </ul>

#### 1.1.4 Level of Importance – Water / Wastewater MSA

Through the ICF process, it has become evident that the Water / Wastewater MSA is the most important MSA for discussion at the time of adoption. Therefore, this section outlines the intentions of the municipalities to participate in a regional approach to potable water supply and treatment. The intermunicipal initiatives identified have been elaborated upon below:

#### 1.1.4.1 Vision

As partners within the region, the municipalities are committed to cooperating on potable water service provision to increase collaboration, secure supply, efficiency, and economic development competitiveness of the region as a whole, for the mutual benefit of all municipalities.

#### 1.1.4.2 Principles

- Participation is of mutual interest that indicates a desire to increase collaboration and reduce intermunicipal competition between the municipalities. The essence is to encourage collaboration and exploration of the Parameters outlined below.
- Outcomes and/or agreements that may result from participation will:
  - Provide value to each participating municipality;
  - Achieve sustainable outcomes for stakeholders involved, including service providers and endusers;
  - Have a clear and demonstrable connection to land use decisions; and
  - Allow municipalities to retain their individual water rights.
- Respect the confidential nature of intermunicipal discussions that take place as a result of activities associated with participation.
- Some participation may involve only two of the three municipalities:
  - In these instances, the other party will not be burdened, and the two affected municipalities will address the item directly; and
  - Once the item has been resolved, the participating municipalities will advise the other party of the outcome.
- Stakeholders, including service providers and end-users, are appropriately updated and involved as
  discussions are advanced.



#### 1.1.4.3 Parameters (i.e. Items to Explore)

- Modifications to gate agreements between the City and the County to facilitate the County access to potable water supply within the IDP or mutually agreed upon area.
- Interim bilateral water supply agreement(s) between the County and Town for potable water provision within the IDP or mutually agreed upon area.
- Potable water supply for Suffield to be addressed as a priority (to be addressed immediately).
- Prepare consistent population and water use projections for the region prior to determining requirements for any agreement or governance option.
- Explore revenue-sharing (specifically tax sharing), as a means of encouraging collaboration as a region.
- Level of Service (LOS) standards are reviewed to ensure practical and logical service delivery within the region.
- Outcomes of investigations and discussions respond to current and future land use considerations.



MSA	Specific Intermunicipal Initiatives Identified	Next Steps / Action Items	Priority / Begin By
1. Transportation	A) Formalize bi-lateral agreement between the City of Medicine Hat and the Cypress County addressing shared maintenance for all shared use and shared boundary roads:  South Boundary Rd / Twp. Rd 122 Range Rd 64 / Echo Dale Park Rd Range Rd 53	Working Group to engage subject matter experts from the City of Medicine Hat and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the Intermunicipal Collaboration Tool (ICT) or otherwise).  ii. If determined to be beneficial, collect relevant data for each road and prepare a background report summarizing existing data.  iii. Prepare a rational method of defining and assigning maintenance costs / tasks.  iv. Prepare a recommendation for presentation on maintenance and cost-sharing.	Medium Status: Not started
	B) Formalize bi-lateral agreement between the City of Medicine Hat and the Town of Redcliff addressing shared maintenance for all shared use and shared boundary roads:  West Boundary Rd Broadway Av Saamis Dr	Working Group to engage subject matter experts from the City of Medicine Hat and the Town of Redcliff to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, collect relevant data for each road and prepare a background report summarizing existing data.  iii. Prepare a rational method of defining and assigning maintenance costs / tasks.  iv. Prepare a recommendation for presentation on maintenance and cost-sharing.	Medium Status: Not Started
	C) Formalize bi-lateral agreement between Cypress County and the Town of Redcliff addressing shared maintenance for all shared use and shared boundary roads:  Range Rd 65 / 8 St Old TransCanada Hwy	Working Group to engage subject matter experts from Cypress County and the Town of Redcliff to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, collect relevant data for each road and prepare a background report summarizing existing data.  iii. Prepare a rational method of defining and assigning maintenance costs/tasks.  iv. Prepare a recommendation for presentation on maintenance and cost-sharing.	Medium Status: Not Started
	D) Facilitate taxi bylaw harmonization between the City of Medicine Hat and the Town of Redcliff.	Working Group to engage subject matter expects from respective municipal departments within the City of Medicine Hat and the Town of Redcliff to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).	High Status: Underway



	ii.If determined to be beneficial, determine where discrepancies exist between existing bylaws. iii.Propose options for resolution of discrepancies. iv.Prepare bylaw updates and obtain approval through respective Councils.	
E) Explore the potential to undertake a Transportation Master Plan for the region.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, develop a Terms of Reference for the master plan.	Low Status: Not Started

MSA	Specific Intermunicipal Initiatives Identified	Next Steps / Action Items	Priority / Begin By
2. Emergency	A) Formalize the existing informal mutual aid agreement for water supply in emergency situations between City of Medicine Hat and Town of Redcliff.	Working Group to engage subject matter experts from the City of Medicine Hat and the Town of Redcliff to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, prepare a background report on existing data and existing information on the informal agreement for water supply in emergency situations.  iii. Prepare a rational method of defining and assigning service costs.  iv. Prepare a draft formalized agreement.	Medium Status: Not Started
	B) The City of Medicine Hat, Town of Redcliff, and Cypress County pass by bylaw or resolution, the Regional Emergency Management Memorandum of Agreement.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, review the existing draft agreement and provide recommended amendments.  iii. Prepare required document(s)/ updates and obtain approval through respective Councils.	Medium Status: Not Started
	C) Renegotiate fire agreement(s) between the City of Medicine Hat, Town of Redcliff, and Cypress County.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).	High Status: Not Started



	ii. If determined to be beneficial, review existing agreement(s) and provide recommended amendments. iii. Prepare required document(s) / updates and obtain approval through respective Councils.	
D) Explore the possibility of a shared fire hall between the City of Medicine Hat, Town of Redcliff, and Cypress County.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicpial collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, complete a feasibility study.  iii. Prepare a rational method of defining and assigning service costs.  iv. Prepare a draft formalized agreement.	Medium Status: Not Started
E) Complete a review of Joint Dispatch agreements in advance of any contract expirations/renewals.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. Complete the ICT to determine whether intermunicipal collaboration is beneficial.  iii. If determined to be beneficial, review existing and past intermunicipal agreement(s) and provide recommendations.  iv. Prepare required document(s)/ updates and obtain approval through respective Councils.	Low Status: Not Started



MSA	Specific Intermunicipal Initiatives Identified	Next Steps / Action Items	Priority / Begin By
3. Solid Waste	A) Revisit Regional Solid Waste Management economics and viability to pursue regional opportunities.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County in year 3 of the ICF to:	Low Status: Not Started
		i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, reevaluate the current and future state of Municipal Solid Waste Collection, Recycling, and Diversion.  iii. Reevaluate the current and future state of landfill services.	
	B) Consider alternative regional governance structures for the Redcliff Cypress Regional Waste Management Authority (RCRWMA).	Working Group to engage subject matter experts from the Town of Redcliff and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, prepare a report comparing the governance structure options for the RCRWMA (e.g. Municipal controlled corporation.	Low Status: Not Started



MSA	Specific Intermunicipal Initiatives Identified	Next Steps / Action Items	Priority / Begin By	
4. Water and Wastewater	A) Explore a bi-lateral potable water service agreement between the Town of Redcliff and Cypress County.	Working Group to engage subject matter experts from the Town of Redcliff and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, develop a draft agreement.	High Status: Not Started	
	B) Undertake a Tri-Municipal Growth and Water Study.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, develop a Terms of Reference for the study (this may build upon the Cypress County Water and Wastewater Master Plan).  iii. Identify potential grants or a fiscal partner(s) for the study.	High Status: Not Started	
	C) Develop a set of regional population projections.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, develop a common and consistent method for measuring regional population projections.  iii. Prepare population projections using a mutually agreed upon regional population projection methodology.	High Status: Not Started	
	D) Select a preferred governance structure for trilateral service provision (to be completed after initiatives B and C if appropriate).	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, develop a background report based on the completion of the first two initiatives.  iii. Prepare a report comparing the governance structure options for trilateral service provision.	Medium Status: Not Started	



E) Formalize a trilateral agreement for water management.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:	Medium Status: Not Started
	<ul> <li>i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).</li> <li>ii. If determined to be beneficial, prepare a background report on water management from an emergency/flood management perspective.</li> <li>iii. Prepare a recommendation as to whether this initiative should be combined with the previous initiative.</li> </ul>	

MSA	Specific Intermunicipal Initiatives Identified	Next Steps / Action Items	Priority / Begin By	
5. Recreation	A) Develop a regional recreation/facility strategy.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, complete a comprehensive review of current recreation service delivery in the region including a gap analysis.  iii. Identify where efficiencies and mutually beneficial service delivery can be achieved (bilateral and trilateral opportunities for the future).  iv. Identify recommendations on regional recreation	Medium Status: Not Started	
	B) Explore cost-sharing opportunities specific to recreation services.	service delivery (e.g. maintain status quo, one trilateral agreement, three bilateral agreements, etc.).  Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, review existing recreation cost-sharing agreements to identify what works and what requires improvements.  iii. If applicable, develop a template recreation cost-sharing agreement to be used in future new and updated intermunicipal recreation service agreements.	Medium Status: Not Started	



MSA	Specific Intermunicipal Initiatives Identified	Next Steps / Action Items	Priority / Begin By	
6. Other MSA Items	A) Identify whether status quo method of economic development service delivery is appropriate or if an alternative method of service delivery is desired.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, complete a background review on existing municipal and intermunicipal economic development initiatives in the region as well as other precedents.  iii. Identify gaps and areas of duplication in existing service delivery.  iv. Submit a report with a recommendation on regional economic development service delivery.	High Status: Not Started	
	B) Identify whether status quo method of subdivision development and appeal service delivery is appropriate or if an alternative method of service delivery is desired.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, complete a background review on existing subdivision development and appeal service delivery in the region.  iii. Identify gaps, inefficiencies, and areas of duplication in existing service delivery.  iv. Submit a report with a recommendation on regional subdivision development and appeal service delivery.	Low Status: Not Started	
	C) Identify whether status quo method of safety inspection and permitting service delivery is appropriate or if an alternative method of service delivery is desired.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, complete a background review on existing safety inspection and permitting service delivery in the region.  iii. Identify gaps, inefficiencies, and areas of duplication in existing service delivery.  iv. Submit a report with a recommendation on regional safety inspection and permitting service delivery.	Low Status: Not Started	



	D) Identify whether status quo method of assessment review board service delivery is appropriate or if an alternative method of service delivery is desired.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, complete a background review on existing assessment review board service delivery in the region.  iii. Identify gaps, inefficiencies, and areas of duplication in existing service delivery.  iv. Submit a report with a recommendation on regional assessment review board service delivery.	Low Status: Not Started
	E) Identify whether status quo method of general purchasing and procurement service delivery is appropriate or if an alternative method of service delivery is desired.	Working Group to engage subject matter experts from the City of Medicine Hat, the Town of Redcliff, and Cypress County to:  i. Determine whether intermunicipal collaboration is beneficial (through the ICT or otherwise).  ii. If determined to be beneficial, complete a background review on existing general purchasing and procurement service delivery in the region.  iii. Identify gaps and areas of duplication in existing service delivery.  iv. Submit a report with a recommendation on regional general purchasing and procurement service delivery.	Low Status: Not Started



## **Appendix B EXISTING SERVICE DELIVERY AGREEMENTS**

The Municipalities have worked collaboratively in the past with the following agreements in place to serve residents of all municipalities:



Service Category	Year	Year of Expiry	Name of Agreement	Municipalities Party to the Agreement	Municipality Providing Services	Funding Arrangement
Transportation	2018	Dec. 31, 2020	Special Transit Services	Town of Redcliff City of Medicine Hat	City of Medicine Hat	Fee for service
Water / Wastewater	2005; 2015; 2016	Indefinite	Memorandum of Agreement for Acceptance of Wastewater (Desert Blume); Amending Agreements for Additional Lands	City of Medicine Hat Cypress County	City of Medicine Hat	Fee for service
Water / Wastewater	2005	Indefinite	Veinerville Sewer	City of Medicine Hat Cypress County	City of Medicine Hat	Fee for service
Water / Wastewater	2005	Indefinite	Settlement Agreement (Sanitary Sewage)	Town of Redcliff City of Medicine Hat	Town of Redcliff	Fee for service
Water / Wastewater	2005	Indefinite	Dunmore Gate	City of Medicine Hat Cypress County	City of Medicine Hat	Fee for service
Water / Wastewater	2005	Indefinite	Veinerville Gate	City of Medicine Hat Cypress County	City of Medicine Hat	Fee for service
Water / Wastewater	2005	Indefinite	Desert Blume Gate	City of Medicine Hat Cypress County	City of Medicine Hat	Fee for service
Water / Wastewater	2005	Indefinite	Seven Persons Gate	City of Medicine Hat Cypress County	City of Medicine Hat	Fee for service
Solid Waste	1996	Indefinite	City of Medicine Hat Sanitary Landfill Agreement	City of Medicine Hat Cypress County	City of Medicine Hat	None
Solid Waste	2013	N/A	Redcliff/Cypress Regional Landfill Authority Agreement	Town of Redcliff Cypress County	Town of Redcliff	Shared deficits / shortfalls



Emergency Services	2018	Mar. 31, 2020	Mutual Aid	City of Medicine Hat Cypress County	City of Medicine Hat Cypress County	Fee for service
Emergency Services	1999	N/A	Mutual Aid Firefighting Agreement and Provision of Firefighting Services	City of Medicine Hat Town of Redcliff	City of Medicine Hat	Fee for service
Emergency Services	2011	N/A	Mutual Aid Firefighting Agreement and Provision of Firefighting Services	Cypress County Town of Redcliff	Cypress County Town of Redcliff	Fee for service
Emergency Services	2015 Renewed in 2018	Dec 31, 2020	Dispatch	City of Medicine Hat Town of Redcliff	City of Medicine Hat	Fee for service
Recreation	2019	TBD	Intermunicipal Trail	City of Medicine Hat Cypress County	City of Medicine Hat	Funding contribution from Cypress County
Recreation	2017	None	Annual Facility Contribution	City of Medicine Hat Cypress County	City of Medicine Hat	Funding contribution from Cypress County
Recreation	1998	N/A	Annual Recreation Contribution	Town of Redcliff Cypress County	Town of Redcliff	Funding contribution from Cypress County

As new agreements are negotiated, they will be added to this list. This summary may be amended from time to time or during the regularly scheduled ICF review period at the discretion of the municipalities.

