



**Rocky View County – City of Airdrie
Master Shared Services Agreement
Terms of Reference**

Principles:

1. **Understanding** – Promote mutual understanding by proactively providing full disclosure and factual information.
2. **Effective Communication** – Ensure respectful intermunicipal relationships through timely responses, honest interactions and realistic expectations.
3. **Respect** – Acknowledge which aspects of developmental planning and growth are of mutual interest and which areas are of single jurisdictional interest.
4. **Evidence-Based Policy** – All interactions between the municipalities should be data-driven and based on evidence.
5. **Share Costs** – Cost-sharing relating to the delivery of mutually-agreed upon services on a fair and equitable basis.
6. **Supportive** – Support each other by finding mutually beneficial solutions.
7. **Cooperation** – Although each municipality is responsible to its citizens, there is recognition that residents and businesses of the region share similar interests.
8. **Constituent-Focused** – Serve the interests of residents and businesses while respecting the social, economic and infrastructure capacities of the municipalities.
9. **Value-for-Money** – Embrace fiscal responsibility and ensure ratepayers receive maximum return for their tax dollars.
10. **Public Communication** – Ensure collaborative communication on servicing-related issues by coordinating public communications with each other.
11. **Continuous Improvement** – Adopt an approach that strives for continuous improvement in the quality and cost of services provided to residents by using data to find efficiencies and adjusting to changing circumstances.
12. **Simplicity** – Agreements should use plain language, and strive for simplicity where possible.
13. **Reciprocity** – Acknowledge that impacts and benefits of development and shared services affect both parties.

Purpose:

1. The purpose of this Terms of Reference is to guide the preparation of a Master Shared Services Agreement (MSSA) between Rocky View County and the City of Airdrie, which will govern mutually agreed-upon service delivery coordination, where determined to be appropriate.

Background and Context

1. Both municipalities are members of the Calgary Metropolitan Region Board (CMRB), along with The City of Calgary, the City of Chestermere, the Town of Cochrane, the Municipal District of Foothills, the Town of High River, the Town of Okotoks, the Town of Strathmore, and a portion of Wheatland County.



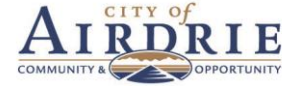
2. Rocky View County and the City of Airdrie have a long history of cooperation and collaboration. Both municipalities are members of the Calgary Metropolitan Region Board, and are thus exempt from the legislated requirement for municipalities with shared boundaries to complete Intermunicipal Collaboration Frameworks, which govern shared services between municipalities. However, it has become apparent that the CMRB Servicing Plan will not meet the needs of the two municipalities to collaborate on services that benefit residents and businesses in both municipalities. This Master Shared Servicing Agreement (MSSA) would reaffirm the parties' commitment to a collaborative intermunicipal relationship, and provide a governance structure for current and future shared service agreements.

Goals

1. The goals of the Master Shared Services Agreement are to:
 - a. Provide integrated and efficient delivery and funding of intermunicipal services;
 - b. Optimize the delivery of intermunicipal services while efficiently using scarce resources;
 - c. Ensure municipalities contribute equitable and proportionate funding to services that benefit residents;
 - d. Highlight and, if appropriate, formalize existing collaborative work between the parties;
 - e. Provide clear guidance for the municipalities to work together to discover opportunities to provide services to residents in the most efficient manner possible.
2. The final document will have the following components:
 - a. A list of services that are currently delivered by each municipality;
 - b. A list of services to be delivered intermunicipally;
 - c. Information on how services are delivered, funded, and implemented on an intermunicipal basis;
 - d. A mechanism for evaluation of existing servicing arrangements and addition of new shared services;
 - e. A dispute resolution mechanism for resolving any disputes about the MSSA, and any service agreements to which the MSSA refers; and
 - f. A review period of no more than five years.

Project Organization

1. Rocky View County and the City of Airdrie will employ the Intermunicipal Committee (IMC) as part of the MSSA development process. The IMC will include balanced representation of Council and Senior Administration from each municipality. IMC representatives may engage their respective subject matter experts separately or together to gain specific feedback on areas of interest. Decisions of the IMC will be made by consensus.
2. IMC responsibilities will include:
 - a. Providing broad policy direction;
 - b. Assisting in identifying issues and opportunities with respect to the MSSA;
 - c. Acting as a resource for both Administrations; and
 - d. Providing periodic updates to their respective Councils on the progress of the MSSA.



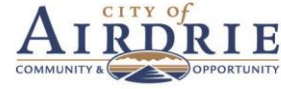
3. Administration responsibilities will include:
 - a. The establishment of a work plan for the project;
 - b. The preparation of the MSSA with input from the IMC;
 - c. Meeting as necessary to complete the MSSA – meetings shall have an agenda circulated in advance, and a record of the meeting including key items, actions and follow-up items shall be maintained;
 - d. Regular communication with each other on a monthly basis (at minimum); and
 - e. Ensuring that there is an equitable distribution of Administrative resources and cost-sharing throughout the process of plan preparation and adoption.
4. The respective Councils of each municipality will be responsible for approval of the matching MSSA via bylaw or resolution, as appropriate.

Term

1. This Terms of Reference shall remain active until such time as the IMC agrees to conclude it.

Dispute Resolution

1. Both municipalities will enter into the negotiations in good faith. They will rely on cultivating strong working relationships to complete the MSSA.
2. Notwithstanding the above, if a MSSA is not agreed upon by June 30, 2022, the parties may agree to any of the following steps to facilitate the completion of the agreement:
 - a. Elevation: The party initiating the dispute shall notify the other party in writing, and will specify the nature of the dispute in the written notice ("Notice of Dispute"). The parties will elevate the discussion to their respective CAOs, who will have twenty (20) business days to resolve the dispute through collaborative discussion.
 - b. Facilitated Discussion: If the Parties do not resolve the dispute within thirty (30) days, the dispute may proceed to facilitated discussion. The parties will select a mutually-agreed upon Facilitator, the costs of which will be shared equally by the parties. The Facilitator will facilitate a discussion between the IMC members to resolve the issues outlined in the Notice of Dispute.
 - c. Mediation: If the Parties fail to resolve the dispute by way of facilitated discussion between IMC members within thirty (30) business days, the dispute may be referred to mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated. The Mediator shall be mutually agreed upon by both Parties and selected from the Municipal Dispute Resolution Services roster maintained by Alberta Municipal Affairs. If the mediation is not completed within sixty (60) days from the date of receipt of the Mediation Notice, the dispute shall be deemed to have terminated and failed to be resolved by mediation. The cost(s) of any mediation shall be paid equally by both parties unless the mediator deems otherwise, and therefore would indicate in their decision.



Scope of Work and Anticipated Timelines

1. The scope of work is organized into three stages which are outlined in the Project Management Plan, with a targeted completion date of March 2022. The Project Management Plan shall be approved at the same time as this Terms of Reference.