

June 22, 2021

Regional Collaboration Committee: Terms of Reference

Prepared by: Regional Collaboration Committee
City of Red Deer and Red Deer County Councils

Report Summary & Recommendation

The Regional Collaboration Committee (RCC) was created to act as a catalyst for growing partnership opportunity in the region, building off the work of the Intermunicipal Collaboration Framework Committee.

The joint City and County Council appointed members have worked together with a facilitator to develop this Terms of Reference. The attached Terms of Reference will guide future work by the committee.

The recommendation is that City Council approve these Terms of Reference for the Regional Collaboration Committee.

Proposed Resolution

Resolved that Council of The City of Red Deer having considered the report from The Regional Collaboration Committee, City of Red Deer and Red Deer County Councils dated June 22, 2021 re: Regional Collaboration Committee: Terms of Reference hereby agrees to approve the Terms of Reference for the Regional Collaboration Committee.

1. Purpose:

The Regional Collaboration Committee's (RCC) purpose is to continue to act as a catalyst for growing partnership opportunity in the region, building off the work of the Intermunicipal Collaboration Framework. The RCC is a forum to discuss issues and opportunities that have impact to both municipalities. The intent is for the Committee to develop recommendations for collaboration efforts that support equitable regional partnership. RCC is a recommendation-making committee, and all recommendations will be made to both Councils for decision-making.

2. Shared Values:

The RCC members commit to being accountable to each other for these shared values:

- a) Mutual respect
- b) Collaborative intent and tone to discussions
- c) Focus on increasing regional benefit
- d) Create opportunity for shared success, where both parties benefit
- e) Recognize each other's municipal vision and distinctiveness, appreciate similarities and differences
- f) Create a safe and brave space for addressing challenges:
 - i. open minded
 - ii. honesty
 - iii. candor
 - iv. seeking to understand each other's perspectives
 - v. respectfully agreeing to disagree
- g) Stay focused and being productive

3. Membership:

- a) RCC membership is comprised of six (6) Council representatives and the two (2) CAOs in an advisory capacity. The political member composition will be the Chief Elected Official and two Councillors for each municipality.
- b) Existing municipal processes will be used for making appointments to the RCC.
- c) The RCC does not include provision for alternate members.
- d) It is intended that all members will be present for RCC meetings. If a member cannot attend, it is their discretion to determine if the meeting can proceed without their presence, or if it will be rescheduled.

4. Committee Scope:

- a) The RCC mandate includes new, existing, and ongoing issues and opportunities.
- b) The RCC originated from the work of the Intermunicipal Collaboration Framework Joint Council Committee, and as such, included topics raised through that process related to recreation, culture, social, and economic scope of topics. These are explicitly written in the RCC work plan developed by the committee and included in committee minutes.

- c) Any emerging or existing regional issues/opportunities that have impact on both municipalities are considered in the committee's scope for initial discussion. These topics include, but are not limited to, policy, operations, and intermunicipal relations.
- d) RCC may address topics that already have existing forums for discussion, but from a different perspective. For example, some current forums may be operational in nature, and the RCC may want to discuss a strategic, high level collaboration opportunity. If through the discussions, RCC determines that the topic is better addressed by another committee/forum, the RCC may route the discussion to the most appropriate committee/forum.
- e) For each topic, the RCC will discuss when other committees/parties will be communicated with, and how to respect the role of existing appointed representatives, as appropriate.
- f) Additional partners may be included in topic discussions as appropriate; however, the RCC's scope is focused on topics that have impact on both the City of Red Deer and Red Deer County.
- g) The RCC may request a third party or stakeholder participate at a meeting by providing information for consideration. The third party/stakeholder would not be present for the facilitated collaboration discussion portion of the meeting.
- h) RCC recommends hosting a social event annually for the members to focus on relationship-building.

Out of Scope Topics:

- i) No topics are explicitly out of scope.

5. Scoping New Topics:

- a) Either municipality can propose a topic for inclusion in an upcoming RCC agenda.
- b) The Initiating Municipality (the municipality that brings forward the topic) will provide an administrative report outlining rationale for the topic as a collaboration opportunity. Rationale is expected to include as much information or data as is available to support the proposed opportunity, and demonstrate how the opportunity impacts both municipalities.
- c) The Mayors and CAOs are responsible for setting the agenda and will determine the timing for discussing new topics.
- d) The RCC will discuss the proposed opportunity using the Shared Values as conversation guidelines.
- e) Once all the appropriate information has been discussed at the meeting, the RCC will decide whether the proposed opportunity is an agreed upon RCC topic and in scope for the Terms of Reference. The RCC will determine a timeline for collaboration discussions on this topic.

6. Meeting expectations:

- a) Location:
 - i. RCC meetings will be held via online conference until such time as in-person meetings are possible.
 - ii. In-person logistics will be determined when possible. The physical space chosen will be able to accommodate safety considerations, to offer a comfortable environment conducive to dialogue, and have technology supports available if attendees need to participate virtually.
- b) Timeline and Meeting Frequency:
 - i. The RCC short term goal is to complete discussions on the initial 18 topics by the end of June. To accomplish this goal, meetings will be more frequent to start with (3-4 times/month) and adjust as progress is made.
 - ii. If the initial goal of completion of the 18 topics is not completed by June, the RCC is committed to working through the summer.
 - iii. Meetings will be no longer than 3 hours.
 - iv. Once the 18 topics are complete, frequency of meetings will be a minimum of quarterly up to monthly depending on the agenda.
 - v. Agenda setting after the initial 18 topics have been addressed will be the responsibility of the Mayors and CAOs.

7. Schedule of Meetings

The work plan topics will begin March 2021 and the agenda schedule will be a rolling schedule based on progress made. Flexibility may be required for some topics depending on information required/available from administration. Should the topic discussion not be completed by June 30, the committee will work through the summer as needed.

8. Roles and Responsibilities:

a) Regional Collaboration *Committee*:

i. Political members:

- a) Collaborating according to the Shared Values.
- b) Before initiating each topic discussion, be clear on objectives of the collaboration discussion; identify if any additional information is needed; and assess if there are any additional regional partners, external stakeholders or engagement required.
- c) Articulate objectives for each meeting.
- d) Direct administration in a timely manner to provide updated and relevant information in advance, and draft recommendations for discussion.
- e) Prepare for meetings by developing a cohesive municipal perspective on topics and administration's recommendations. This may involve discussions with other members of Council to understand broader perspectives.
- f) Making recommendations within the agreed upon schedule.

ii. CAOs:

- a) Providing administrative reports as part of the agenda package.
- b) Advising the RCC political members as appropriate.
- c) Jointly preparing administrative reports to Councils.

b) Facilitators:

- i. Meetings will be facilitated and led by the third-party facilitators, and they will be responsible for process, and holding the committee to the Shared Values.
- ii. Facilitation is necessary to provide a framework for effective and productive collaboration discussions, and to maximize use of the Committee's time.
- iii. Facilitators will prepare the main agenda to be combined with administration's reports, and provide the Summary of Outcomes when recommendations are made, and brief summaries after each meeting.

- c) Council:
 - i. Both Councils have full responsibility for formal decision-making.

9. Communications Expectations:

- a) Information discussed through RCC will be considered confidential. Confidentiality extends to include all members of Council and administration, at the discretion of the CAO.
- b) An exception to this confidentiality may arise if specific stakeholders are required to be part of the discussions. Communication with external parties will be on a case-by-case basis depending on the topic with mutual agreement of the parties prior to external discussions occurring.
- c) Councils will be updated through in-camera sessions on a regular basis about general progress.
- d) Council members will be included in confidential pre-RCC meeting and debriefs as appropriate.
- e) Media communications will be handled by joint municipal media releases. Media representation will be the joint responsibility of the Mayors.

10. Decision-Making Model:

- a) The RCC makes decisions about what topics are in scope for RCC and makes recommendations to both Councils where formal decision-making occurs. For consistency, reports to Councils are joint administrative reports.
- b) Consensus will be the primary decision-making method – both for scoping topics and making recommendations to Councils.
- c) Consensus does not mean unanimous agreement on every topic. Consensus means that the parties agree that they can live with the decisions and support the implementation even if they aren't fully in support of some elements.
- d) If full consensus cannot be reached with the timelines agreed to in the Terms of Reference schedule, an alternative decision-making process will be used - consensus minus one. For the initial 18 topics (Section 4: Committee Scope), consensus minus one decision-making process will be used if no agreement has been made on the topic(s) by June 30, 2021.
- e) If consensus minus one is used, the joint administrative report to Councils will include a non-attributed record of the concern raised by the individual who is not in agreement.
- f) If the recommendation is not supported by consensus minus one, it will not result in agreement and will not proceed to Councils for decision-making.
- g) Recommendations and agreements will be documented during the meeting in draft form, and through a Summary of Outcomes memo to be circulated in the subsequent meeting's agenda package for review.

11. Joint Administrative Council Reports from the RCC

- a) When the RCC makes a recommendation to the Councils, a joint administrative report will be prepared based on clear messaging and direction of the RCC.
- b) The administrations will collaboratively develop the report to satisfy both Council procedures.
- c) The draft joint administrative report will be reviewed through each municipality's normal process. If any changes are requested, the RCC members and administrations will work together via email/phone calls to finalize the report.
- d) Joint administrative report timelines will require the typical minimum 3 week period.

12. Conflict Resolution Framework

- a) If no agreement is created through consensus or consensus minus one, or conflict arises during the facilitated collaboration discussions on specific points, either party may initiate the conflict resolution framework.
- b) The municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner. Mediation will only be used when needed and when it financially makes sense compared to benefit of the topic being discussed.
- c) The municipalities shall make all reasonable efforts to resolve all disputes by facilitated collaboration and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to the facilitated collaboration.
- d) Should the conflict resolution framework be considered, the facilitated collaboration phase would include a structured, facilitated conversation focused on having the parties understanding the options being discussed prior to entering mediation, and fully exploring the topics. The intent is meaningful dialogue on the issue prior to entering mediation.
- e) Once the conflict resolution option is fully discussed through facilitated collaboration, the Initiating Municipality will give written notice ("Mediation Notice") to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute specifying:
 - i. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - ii. The nomination of an individual to act as the mediator.
- f) The municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- g) Where a mediator is appointed, the municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The municipalities shall meet with the mediator at such reasonable times as may

be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the municipalities.

- h) In the event that the mediation is not resolved within 90 days, either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- i) If mediation fails to resolve the dispute, no recommendation to the Councils will proceed on the issue in dispute. The RCC will determine whether a recommendation can be made to Councils on other aspects of the topic.
- j) During the mediation process, the RCC may continue to collaborate on other RCC topics.

13. Terms of Reference Review

- a. The Terms of Reference will be reviewed at the end of the first year for optimization opportunities and set regular review period for subsequent years.
- b. The first review will occur in April, 2022.