

Collaborative Purchase Report

For:

Alberta SouthWest Regional Alliance Ltd.

December 10, 2007

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Executive Summary

In 2003, Alberta SouthWest (then known as the Mounties to Mountains Economic Regional Initiative (MMERI)) explored the issues of shared municipal services. The exploration resulted in the recognition that cooperation did exist in the provision of culture, recreation, economic development and other select municipal services. However, potential did exist for expanded cooperation in the area of Public Works. In fact, there has been interest from the Public Works Superintendents to participate in a “collaborative purchase” pilot project to **implement and assess a model for the purchase of equipment related to preventative maintenance** that is ideal for scheduled use. The Board of Alberta SouthWest agreed to proceed with a pilot project based on this interest.

The Collaborative Purchase Pilot consists of identifying an item that could be purchased with grant funds and develop a model for sharing, including protocols which can then be implemented and provide a working example of the challenges and resulting solutions pertaining to sharing amongst the partnership. The item chosen for the pilot project, that could allow the model to be built upon and tested, was the SpeedSentry Radar Display Unit. The cost of the item was less than \$5,000 and fit within Alberta Municipal Affairs project budget and criteria.

It was determined, at the outset, that the collaborative purchase model will be considered a success if:

- Ongoing meetings take place to increase or maintain the high level of commitment to the process.
- Documentation resulting from the exercise leads to a creation of policies and procedures which can be used for other future collaborative purchases amongst membership (either as a whole or between smaller groups of member communities within Alberta Southwest).
- The model serves as evidence of savings and operational efficiencies.
- The process used is clearly documented and forms the basis of guidance to other jurisdictions.

Meetings started with the steering committee in May, 2007 and are continuing as the model was developed and is now being implemented. Initial discussion resulted in a draft agreement that was reviewed by communities. While some communities initially signed the agreement, others requested more information or had suggestions for change. In the spirit of flexibility and recognizing that this collaborative purchase was new to the membership, the steering committee met to discuss suggestions and implemented them in order to meet member needs and address concerns. The process has been documented so that it can be used as a learning experience for future collaborative efforts. In addition, based on the knowledge gained during the process, a model for collaborative purchases has been outlined.

Implementation continues with the understanding that the steering committee will meet to “tweak” the model as new challenges and opportunities arise.

Background

In 2003, Alberta SouthWest (then known as the Mounties to Mountains Economic Regional Initiative (MMERI)) explored the issues of shared municipal services. In 2004, Ventus Development Services Inc. conducted a Municipal Services Assessment of the region in order to identify a need for an effective and efficient support system for inter municipal cooperation in the area. This assessment resulted in the recognition that although there are few formal models in place in the Regional Economic Development Alliance (REDA), cooperation did exist in the provision of culture, recreation, economic development and other select municipal services. A conclusion made based on the assessment was that potential did exist for expanded cooperation in the area of Public Works.

Based on the research of existing shared services or cooperative agreements outside of the region, it was clear that the most successful arrangements are built upon establishing good communications and trusting relationships. Given that the Public Works Supervisors of member communities in the Alberta Southwest region had a good working relationship, and that potential for sharing existed in the Public Works area, a natural progression from the assessment was the development of a Public Works resource sharing tool. The Public Works Supervisors of the communities in Alberta SouthWest collaborated to design the STORE (System to Optimize Resource Employment), which is an on-line tool that lists inventory and contact information for sharable items in the Public Works area. This system was implemented in 2004 with varying degrees of success. That is, while resources that each Public Works Department had were catalogued in STORE, practical issues in many cases prevented Public Works staff from using STORE on a day-to-day basis. These practical issues included time in an office with a computer and ready access to internet.

In spite of the inconsistent use of STORE, the Board of Alberta SouthWest recognized the benefits of sharing and identified other areas of interest in the region in 2005 and 2006. One of these areas is a collaborative purchase. There has been interest from the Public Works Superintendents to participate in a “collaborative purchase” pilot project to **implement and assess a model for the purchase of equipment related to preventative maintenance** that is ideal for scheduled use. The model would include developing processes to gain consensus in choosing and purchasing the item, establishing protocols, for ownership and sharing, scheduling, maintenance, insurance, operation and other issues.

The vision for the pilot project included enabling communities to:

- Continue the collaboration process
- Share in the purchase of equipment on a pilot basis
- Increase capacity building in the region

Project benefits identified at the start of the project included having a working model of:

- Increased efficiencies and maximized use of resources
- Stronger relationships and increased trust
- Collaborative problem solving procedures and sharing of knowledge and information
- Improved risk management

In essence, the project can result in developing partnerships within the region so that sharing and collaboration can continue and become “second nature” as opportunities and challenges are identified and capacity can be built within the region to increase efficiency and share assets.

Pilot Collaborative Purchase

The Collaborative Purchase Pilot consists of identifying an item that could be purchased with grant funds and develop a model for sharing, including protocols which can then be implemented and provide a working example of the challenges and resulting solutions pertaining to sharing amongst the partnership. The item chosen for the pilot project, that could allow the model to be built upon and tested, was the SpeedSentry Radar Display Unit.

The SpeedSentry Radar Display Unit informs motorists of the speed they are traveling via the display and gathers data (statistical information) related to the traffic and speeds. It is typically used for traffic calming and vehicle counts for economic development purposes and for proactively enforcing speed and is not to be used for ticket purposes. It is ideal for work zones, school zones, and residential areas. The unit is seen as a cost-effective way to protect workers, children and pedestrians. The cost of the item was less than \$5,000 and fit within Alberta Municipal Affairs project budget and criteria. After demonstrating the unit to Public Works representatives from member communities, they agreed to proceed with the pilot project.

PROCESS:

On May 17th, 2007, an initial meeting of Public Works Representatives took place at the M.D. of Willow Creek Office. After the SpeedSentry Unit was demonstrated, discussion took place as to the value of the unit and whether it would be ideal for the pilot collaborative purchase. Agreement was reached on the unit and a steering committee was established to guide the process, ensuring the model took into account all the intricacies of public works departments, safety procedures, insurance, regulatory requirements etc.

The first meeting of the steering committee was held on June 19th and many questions were discussed in relation to the SpeedSentry Unit in order to develop the model. Items discussed, which could be considered for any collaborative purchase are highlighted in gray, thereby forming the “model”. Discussion below the highlighted text provides an explanation of how this “model” was used to make decisions for the pilot collaborative purchase.

Why Share?

In order to determine whether sharing makes sense, the following must be considered:

- Will the purchase have commonality across various municipalities and will everyone be able to use it?
- Can the requirements and expectations be clearly outlined?
- Can the service demands be outlined?
- Can economies of scale be recognized?
- Can efficiencies be realized, services enhanced and duplication of effort be avoided by sharing?
- Will sharing reflect the public will?
- Will sharing still allow municipalities to retain autonomy?
- Does sharing provide a solution and a unified voice, which improves the communities' position with respect to other levels of government?
- Is this the right time to share in a particular area?

The steering committee members agreed that the SpeedSentry could be used by all municipalities and that due to the nature of the item, requirements, expectations, and service demands could be detailed in an easy manner. While the individual unit did not cost a lot (under \$5,000), the members agreed that:

- it would be a good test for sharing and its usage would enable an individual community to determine if sole ownership of a similar unit was appropriate.
- if sharing was successful and usage was great, the group could also decide to jointly purchase another unit.
- if the usage was not great or it was difficult to share such a piece of equipment, then the communities would have learned from the pilot.

All members agreed that community members would be pleased with the Public Works Departments' access to a unit that assisted with traffic safety. Sharing the unit would not impact autonomy of member communities but would show the members' ability to cooperate. The group also agreed that with the good relations between the Public Works Departments, sharing made sense.

Critical Success Factors

Key ingredients for a successful agreement include:

- A common need.
- Strong and open communication between parties throughout the process.
- The need for a forum for open discussion and information sharing.
- A reasonable, fair and transparent arrangement.
- Review throughout the process to ensure that the right steps were taken.
- A clear communication process whereby information is disseminated to all stakeholders throughout the process.
- A common goal with a clear understanding of roles and responsibilities.
- A detailed agreement that would be implemented.

Discussion resulted in agreement that there was a need for the unit especially during the summer and winter months when traffic increased and when safety was a pronounced concern due to construction and weather. The committee members agreed that while a good, open and trusting relationship existed amongst the Public Works personnel in the member communities, a clear and detailed agreement would best serve the project. The committee members also communicated a commitment to review the process and “tweak” it based on needs of membership.

Cost/Budget

In addition to the basic cost of the unit, related items must be considered in order to look proactively into the future of the agreement:

- Warranty
- Repairs
- Replacement of parts/unit
 - A need to set aside the funds for repairs versus incurring costs as a group as they occur.
 - A need to set aside funds for replacement or additional units.
 - A need to identify a process and responsibility for repairs.
 - A need to detail a process to avoid conflict with respect to when the unit was damaged/not working.
- Insurance
- Mobility of the unit and transferring from community to community

In the case of the SpeedSentry unit, the unit comes with a one-year warranty and the unit can be sent to Edmonton for repairs, with repair time projected in most cases to be about one week. Based on other municipalities'/organizations' experience, vandalism was the biggest issue and the most expensive item to replace was the radar antenna in the unit with a cost of \$800 to \$1,000 to replace. The representative from the Town of Claresholm investigated the insurance issue and identified that the unit had to be insured separately from the vehicle. The additional cost would be less than \$50 for one year. The group also felt that there was enough interaction between the public works staff in various communities that the unit could be picked up and dropped off fairly routinely.

The group felt that funds set aside for repairs, replacement or additional units was prudent rather than going back to municipalities for additional funds. Therefore, the usage fee set would have to consider the accrual of a "fund" for these purposes. In addition, members felt that the relationship between Public Works Departments in the region was strong in that if the unit was damaged or not working, the individual responsible for it at the time of damage would simply let the lead know of the problems. The lead would document the damage and take care of getting the item repaired or replaced with a proper accounting to the steering committee. Therefore, the decision was made to include this process in the agreement.

Scheduling

A proper process for scheduling the unit is required, given that there are potentially 14 members who will use the item. Items to consider include:

- Does scheduling take place on an equal "time share" basis?
- Does scheduling take place based on the size of municipality?
- How far in advance does/can the unit be booked?
- How long at a time can the unit be booked?
- What is the procedure for changing time booked?
- What is the procedure for priority use if unit is already booked? That is, what happens in case of special circumstances?
- Who books or how is it booked (Online? Who is ultimately responsible?)
- What happens if the unit requires maintenance or repair during the booked time? That is, what recourse is there for the municipality that has booked it?

In considering these items, the group agreed that for the SpeedSentry unit, scheduling should occur on an "as needed" basis. Therefore, if a smaller municipality needed the unit more frequently due to safety concerns, then that municipality should have the opportunity to book it. It was recognized that some municipalities may not have a frequent need for the unit and rather than tie up time as would be typical for a "time share" arrangement, need would dictate use and scheduling. The members of the committee did not feel that there was a need to dictate the length of time that the unit could be booked or how far in advance it had to be booked. Special circumstances and booking during repair time were also not seen to be issues due to the good working relationship amongst the Public Works staff in the region. Based on positive past experiences, the group was confident that these matters could be worked out in a cooperative fashion. In fact, given that many informal arrangements already existed in the region amongst Public Works staff and given that these arrangements were successful, there was not a need to dictate details for these points. In terms of scheduling, a municipality had to take the lead and it was agreed that this had to be detailed in the agreement. At this meeting, the MD of WillowCreek volunteered to act in this capacity for the pilot project.

Dispute Resolution and Exit/ Ownership/Time Frame/ New Members/Roles and Responsibilities

- **Dispute Resolution** - In spite of the best intentions at the start of shared projects, disputes could occur as time passes and circumstances arise. Therefore, detailing a dispute resolution process is important.
- **Exit Strategy** - Again, in spite of the best of intentions, what are the implications of the arrangement not working.
- **Ownership/Time Frame/New Members** - With a focus on a long-term relationship, on-going concerns must be discussed:
 - Is there a need for an “owner” or a committee/board to oversee the operation?
 - Is there a period of “trial” time after which the process and concept are re-visited?
 - What is the term of the agreement?
 - What is the procedure when new members want “in”?
- **Roles and responsibilities** of the owner, lead and individual members need to be discussed and detailed.

In relation to these items and the pilot project:

- The need for an owner was identified for the purposes of organizing and administration. A rotating lead was also seen to be an important component for the purposes of arranging insurance, storage, maintenance, and monitor usage. The roles and responsibilities would be clearly detailed in an agreement.
- The steering committee would oversee operations and help with dispute resolutions, reviewing the concept/agreement, etc.
- The term of the agreement would be three years, however, the steering committee would review the operations and usage twice a year.
- Any new members joining the REDA would have the opportunity to sign the agreement and have the ability to use the unit according to the terms of the agreement.
- The committee decided that upon dissolution of the agreement, the unit would be disposed of with the proceeds from the disposal going to the owner. Any funds remaining from the fee for use arrangement would then go back to REDA to be utilized in member oriented projects.

In order to move forward, it was agreed that an agreement would be drafted with a specific usage fee suggested. The usage fee was discussed with the intent that funds gathered as a result of the use of the unit would offset repairs, maintenance and replacement as required so that membership is not “assessed” additional charges resulting from this project. A fee of \$50 was initially agreed upon as an amount to recommend in the draft agreement. This amount was seen to be reasonable given the type of unit and the amount of use it may receive. That is, while the unit could be used for 365 days, members projected that perhaps the unit would not be used everyday.

Based on the detailed discussions that took place in June, a draft agreement was developed (Appendix A).

This agreement was reviewed by the steering committee and feedback was incorporated. On July 15th, 2007 the draft Agreement was distributed to all Public Works Superintendents (or equivalent) in all member municipalities with a request that feedback on the Draft Agreement be provided by July 31st, 2007. The group did not respond with any further suggestions. During the first week of August, the unit was purchased, shipped to the Alberta SouthWest office and

then delivered to the MD of Willow Creek that week since the MD of Willow Creek agreed to be the “lead” municipality for this collaborative purchase model implementation.

During the first week of September, Maureen Webster, Alberta SouthWest office, delivered the Draft Agreement to all CAOs, with a request to review and sign. Again, the intent of the pilot project was communicated, that being: **It is intended to exactly follow a process and procedure that could and would be used with any item purchased and shared by the group.**

MEMBER MUNICIPALITY REACTION:

When this Agreement came before Councils for signature, several articles appeared in community newspapers (APPENDIX B). In addition, many questions arose that required a response. Questions (and resulting responses) were as follows:

- **\$50 per day rental fee: how was that decided? Is it too much?**
 - Rental fee was set by the steering committee so that a fund would accrue that is solely attached to the collaborative purchase in order to offset such costs as insurance, transportation, repairs, maintenance and replacement.
 - Rental fee was set so that it was significant enough to ensure that the unit was “booked” and “returned” appropriately.
 - Rental fee was set so that if the unit was not used as anticipated, the accrued fund would still be capable of offsetting any repairs, maintenance or damage due to acts of vandalism. If the unit’s use surpasses the anticipated demand, then the use of accrued funds could be agreed upon by the partners, and, perhaps used to purchase another unit, thereby ensuring partner municipalities’ demands are met adequately.
 - Rental fee was NOT set so that funds could be accrued to purchase other capital assets. If sufficient funds were accrued and not used for the display unit, then the membership would make decisions on the appropriate use of the funds for the benefit of all partners. For example, the funds could be disbursed back to communities based on a per capita calculation or the funds could be used towards a project.

- **Is it a radar ticketing device that will be a “cash cow”?**
 - The function of the SpeedSentry Display Unit is traffic “calming” and proactively enforcing speed and increasing safety. It has the additional capability to count traffic, which is useful statistical information for economic development applications as well as other planning purposes. Speed Sentry was designed to make drivers aware of the speed they are traveling and increase safety in monitored areas; it is not designed for ticketing purposes, therefore, no such revenues will result.

As of November 4th, 2007, the unit has not been used and four communities have signed the agreement:

- Cardston County
- Town of Stavely
- Village of Hill Spring
- Town of Claresholm
- MD of Willow Creek

-The Municipality of Crowsnest Pass recommended that an amendment be made changing the rental fee to \$25 per day. Other communities that expressed concern over the fees were the Town of Fort Macleod, the Town of Pincher Creek and the Town of Cardston.

NEXT STEPS:

As a result of the feedback, the steering committee met on November 29th in order to review the progress made. As of that date, the SpeedSentry had not been used due to timing (Public Works Departments were winding down and many communities had not signed the agreement). Given that the main concern from communities in being asked to consider the agreement was the fee to use the unit, the group calculated, based on estimated usage, how soon the SpeedSentry could be replaced if the fee were changed to \$25. Based on usage of 120 days per year, the unit could be replaced in 1.75 years. Since the communities had not used a unit such as the SpeedSentry before, it was difficult to make projections based on previous history and therefore the group recommended that the rental price be reduced to \$25. The rationale given was that if the demand for use becomes great, then the replacement fund would have enough funds to purchase another unit. If the demand was not great, then hopefully the unit won't wear and tear and its life could be extended and the fund will have a longer time to accrue. If the unit gets damaged in the meantime, then the group would have to make a decision on further use based on the funds accrued.

Given that communication is a key factor to the success of shared agreements, the Alberta SouthWest office agreed to contact Public Works Superintendents, CAOs and the Managing Board in the January to discuss the project, the agreement (with those who had already signed being sent an amending agreement for signature; those that had not signed being given the opportunity to sign the amended agreement), and explanation of the fund for repairs, maintenance and replacement.

The group agreed that once agreements had been signed or alternatively, verification that a community was not interested in participating, the steering committee would notify the public works networks in the region that the unit was available for rent. Again, the understanding is that those communities that have signed the agreement will have use of the SpeedSentry.

SUCCESS OUTCOMES:

It was determined, at the outset, that the collaborative purchase model will be considered a success if:

- Ongoing meetings take place to increase or maintain the high level of commitment to the process.
- Documentation resulting from the exercise leads to a creation of policies and procedures which can be used for other future collaborative purchases amongst membership (either as a whole or between smaller groups of member communities within Alberta Southwest).
- The model serves as evidence of savings and operational efficiencies.
- The process used is clearly documented and forms the basis of guidance to other jurisdictions.

Ongoing meetings are taking place, and the process has been documented so that it can be used as a learning experience for future collaborative efforts. APPENDIX C details an ideal process for developing a collaborative purchase agreement.

RECOMMENDATION:

It is recommended that the process continue and that the steering committee meet twice a year as planned in order to assess progress. Trust, communication and flexibility in meeting the needs of partners is critical to the success of the agreement and therefore, member concerns must be addressed and resolution communicated back in a timely fashion.

APPENDIX A - DRAFT AGREEMENT

COLLABORATIVE AGREEMENT FOR SPEEDSENTRY RADAR DISPLAY

AMONG:
THE MEMBERS OF ALBERTA SOUTHWEST REGIONAL ALLIANCE LTD.

WHEREAS:

The parties are municipalities under the provisions of the Municipal Government Act, R.S.A. 2000, c. M-26, and are each authorized to enter upon this agreement:

THE PARTIES AGREE AS FOLLOWS:

Definitions

1. In this agreement
 - (a) "Alberta Southwest Regional Alliance Ltd." is the group of communities represented by the Board of Directors who will oversee this agreement.
 - (b) "Steering Committee" is the advisory group consisting of the Lead and at least four other members, which may be comprised of Board members and municipal staff who are brought together to work on the specific aspects of the SpeedSentry Radar Display Collaborative Project.
 - (c) "Members" refers to those fee paying municipalities of Alberta Southwest Regional Alliance Ltd. as of the date of this agreement:
 - Waterton Lakes National Park (ID#4)
 - Town of Pincher Creek
 - MD of Pincher Creek
 - Municipality of Crowsnest Pass
 - Town of Fort Macleod
 - Town of Claresholm
 - Town of Cardston
 - Cardston County
 - Village of Cowley
 - Village of Hill Spring
 - Village of Glenwood
 - Town of Granum
 - Town of Stavely
 - MD of Willow CreekNew members that join Alberta Southwest Regional Alliance Ltd. are automatically included in this agreement.

- (d) "Owner" refers to the legal owner (M.D. of Willow Creek) of the SpeedSentry Radar Display purchased as part of the Collaborative Purchase Project.
 - (e) "Lead" refers to the municipality that will assume the role of coordinator of the SpeedSentry Radar Display unit.
 - (f) "Fees" refers to the user fee associated with the use of the SpeedSentry Radar Display (Schedule "A").
2. Words defined in the Municipal Government Act, R.S.A. 2000, c. M-26, and section 28 of the Interpretation Act, R.S.A. 2000, c. I-8, have the same meaning in this agreement.

Term

3. This agreement shall be in effect from August 1, 2007 until July 31, 2010. This agreement shall automatically be renewed annually unless one or any of the members provides notice by June 1st that this agreement shall not be renewed. At that time, the Steering Committee will investigate the intention of the remaining members and re-negotiate the agreement, as appropriate.

Description of Project

4. The Owner will negotiate and purchase the SpeedSentry Radar Display Unit as outlined in Schedule "B" using the monies obtained as part of the grant (\$5,000) as well as additional member monies not exceeding \$2,000. The Owner's role and responsibilities are outlined in Schedule "C".
5. The Members will assign a Lead who will coordinate the use, maintenance and repairs of the SpeedSentry Radar Display for a term of one year and this Lead may stay consistent from year to year or rotate amongst the members. The role and responsibilities of the Lead are outlined in Schedule "D".
6. The Members will utilize the SpeedSentry Radar Display on a user fee-for-service basis using the guidelines outlined in this agreement for the term of the agreement. The Members role and responsibilities are outlined in Schedule "E".
7. The Steering Committee will guide the use of the SpeedSentry Radar Display and assess the cost/benefits of the collaboration as it pertains to the SpeedSentry Radar Display and report to the members on an annual basis. The role and responsibilities of the Steering Committee are outlined in Schedule "F".
8. The Members shall utilize the SpeedSentry Radar Display in accordance with all applicable laws.

Fees

9. Each Member shall pay fees for the use of the SpeedSentry Radar Display in accordance with the terms of this agreement. The fees are due and payable to the Owner within 30 days of the use of the unit. Invoices will be issued by the Owner.

10. The Owner shall provide an itemized accounting of SpeedSentry Radar Display revenues and expenses to the Steering Committee by June 1st of each year.
11. All fees are exclusive of any taxes applicable to any fees.

Arbitration

12. The parties agree that any dispute with respect to the quality, frequency or sufficiency of the SpeedSentry Radar Display Collaborative Purchase shall be submitted to arbitration. The arbitrator shall be the Steering Committee and where the parties mutually agree that the Steering Committee is not fit to be the arbitrator, a lawyer or judge mutually designated by the parties shall serve as the arbitrator. Where the parties cannot agree to designate an arbitrator, a lawyer or judge designated by the Minister of Municipal Affairs shall be used. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, R.S.A. 2000, c. A-43, and the decision of the arbitrator shall be binding on the parties.

Liability Management

13. The Lead shall maintain insurance on the SpeedSentry Radar Display covering the entire unit.
14. The Members indemnify and hold harmless the Owner and/or Lead from any claims of any sort made against the Owner and/or Lead arising out of the performance of this agreement or the use of the SpeedSentry Radar Display under this agreement caused by any act or omission, direct or indirect, by the Members or any user assigned by the Members.

General Terms

15. The agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. This agreement specifically includes the schedules to this agreement which are an integral part of this agreement. The parties may mutually amend this agreement in writing. This agreement may not be assigned to another party without the consent of all Members.
16. If any part of the agreement is found to be invalid or not enforceable, the remainder shall remain valid and in effect.
17. Where a party waives strict compliance with any provision of this agreement, such waiver shall not be construed to be a waiver of any other provision of this agreement. The right to a remedy by arbitration may not be waived.
18. This agreement shall interpreted in accordance with the laws of Alberta and the laws of Canada in force in Alberta.
19. Time is off the essence of this agreement.

DATED at the Town of _____, this ____ day of _____, 20____.

Schedule “A”

The following fees apply:

- \$50 per day (dawn to dusk), payable to Alberta Southwest Regional Alliance Ltd.

The fees will be used to offset repairs, maintenance and replacement costs as required.

Schedule “B”

The SpeedSentry Radar Display Unit consists of:

- SpeedSentry Display with Data 15PD polemount included - #4000185 - \$5,456 including GST
- PowerCord for SpeedSentry on trailer - #4100202 - \$96.53 plus GST
- Trailer Hitch (to be provided by the M.D. of WillowCreek)

The SpeedSentry Radar Display can be used for:

- Traffic calming
- Vehicle counts

The SpeedSentry Radar Display was designed to inform the public of the speed it is traveling and provide statistical information; it is not designed for ticket purposes.

The Speed Sentry Radar Display is not intended for use by organizations or agencies in non-member municipalities.

Schedule “C”

The Roles and Responsibilities of the Owner are as follows:

- To negotiate the purchase of the SpeedSentry Radar Display and PowerCord.
- To ensure that all members have the datalogging software for downloading on municipality computers.
- To coordinate the scheduling of the SpeedSentry Radar Display on a first-come, first-serve basis.
- To ensure at the time of scheduling that only member municipalities “book” the SpeedSentry Radar Display.
- To issue appropriate invoices and collect user fees for the SpeedSentry Radar Display.
- To pre-approve repairs, maintenance, and general coordination expenses which may be incurred by the Lead.
- To reimburse the Lead for any pre-approved invoiced expenses incurred in related to the repairs, maintenance, and general coordination of the SpeedSentry Radar Display.
- To account for the revenues and expenses related to the use of the SpeedSentry Radar Display to the Steering Committee annually as stipulated in this agreement.
- To inform the Steering Committee of non-payment by members for the SpeedSentry Radar Display in a timely manner.
- In the event of dissolution of this agreement, to dispose of the SpeedSentry Radar Display with the proceeds from disposal going to the Owner.

Schedule “D”

The Roles and Responsibilities of the Lead are as follows:

- To serve on the Steering Committee.
- To arrange for insurance for the SpeedSentry Radar Display for the term of acting as Lead under existing municipality insurance policies.
- To utilize insurance as required and as appropriate in order to maintain the unit in proper working fashion.
- To physically store the SpeedSentry Radar Display when it is not in use by any members.
- To arrange for repairs and maintenance on the unit as required in a timely fashion.
- To monitor the SpeedSentry Radar Display Log Book and ensure proper and appropriate use by members through this tracking tool.
- To collect fees from members who are tardy in paying the Owner for the use of the SpeedSentry Radar Display.
- To incur expenses associated with repairs and maintenance and submit invoices for these repairs and maintenance to the Owner for reimbursement.
- To communicate usage data to the members in order to ensure that the SpeedSentry Radar Display will have maximum and optimal use.
- To ensure only member municipalities use the SpeedSentry Radar Display.

Schedule “E”

The Roles and Responsibilities of the Member are as follows:

- To coordinate and encourage proper use of the SpeedSentry Radar Display within the municipality by Public Works Department, By-Law Enforcement personnel, Economic Development Department, Administration, Schools, RCMP, etc.
- To ensure that the SpeedSentry Radar Display is not left unattended after dusk and before dawn.
- To download the datalogging software and to ensure proper download of data after each use on municipality computer.
- To complete the SpeedSentry Radar Display Log Book as required.
- To report any repairs or maintenance concerns to the Lead in a timely fashion.
- To participate in the efficient, effective and timely transfer of the SpeedSentry Radar Display between members.
- To cancel the “booking” of the SpeedSentry Radar Display in a timely manner in order to facilitate its use by another member.
- To pay expenses associated with the transfer of the unit from another member if the cancellation of the “booking” was not made in a timely fashion.
- To “book” the SpeedSentry Radar Display a minimum of three business days in advance of requirement.
- To work with other members in special circumstances to work out optimal “booking” arrangements, thereby facilitating the meeting of all members needs.
- To act as Lead if appropriate and agreed by all members, for a minimum of a one-year term.
- To help ensure that only member municipalities “book” the SpeedSentry Radar Display.

Schedule “F”

The Roles and Responsibilities of the Steering Committee are as follows:

- To oversee the guidelines of this agreement.
- To coordinate a meeting of the Steering Committee once during the Spring and once during the Fall to evaluate the SpeedSentry Radar Display and its operations and demand.
- To communicate :
 - Ease and frequency of use data
 - financial information as it relates to the unit
 - cost/benefit data
 - information related to the efficiency (or lack)of this agreement
 - to the membership at least once a year.
- To arbitrate and resolve any disputes arising amongst the members as a result of this agreement.
- To arrange for proper arbitration in the event that the Steering Committee cannot resolve disputes.
- To make recommendations to the membership about the continuation of the agreement one month prior to the end of the term of this agreement.

APPENDIX B - NEWSPAPER ARTICLES

The following newspaper articles appeared in community newspapers in relation to SpeedSentry Collaborative Purchase.

Speed sentry on road

ROB VOGT

GAZETTE CONTRIBUTOR

The MD of Willow Creek has approved an agreement in principle to look after a speed sentry radar display.

The system is a box on the side of the road displaying to approaching vehicles the speed they are going. It also keeps track of the number of cars that pass.

The Alberta SouthWest Regional Alliance bought this display for about \$7,000 to share with its members such as Fort Macleod, Granum, Stavely Claresholm and the MD of Willow Creek.

The regional alliance

decided to buy a piece of equipment no municipality would buy on its own.

MD of Willow Creek superintendent of public works Brian Nelson presented an agreement July 11 to council that sees the municipality in charge of the display the first year.

Willow Creek will invoice towns \$50 per day for its use. The money goes to the regional alliance.

Nelson noted the display cannot be used as a legal traffic enforcement tool.

Coun. Brian Dahl added these displays are used in Montana and are very effective in slowing drivers.

Speed Sentry to patrol local roads

FRANK MCTIGHE

MACLEOD GAZETTE EDITOR

A Speed Sentry could soon be on duty on roads in Fort Macleod and other southwestern Alberta communities.

The radar unit, which is stationed alongside a road to record and display the speed at which vehicles are travelling, is to be used by members of the Alberta Southwest Regional Alliance.

"The Speed Sentry is a really good idea," Fort Macleod Mayor Shawn Patience said. "Every community can see the benefit."

Displaying the speed of a vehicle on an 18-inch screen is intended to create an awareness among drivers of how fast they are travelling.

That awareness is intended to reduce vehicle speeds,

and make roads safer.

"I think we should buy our own," said Coun. Ken Williams, who liked the Speed Sentry's potential.

Other alliance members are the towns of Pincher Creek, Cardston, Granum, Stavely and Claresholm, the villages of Cowley, Hill Spring and Glenwood, the municipal districts of Pincher Creek and Willow Creek, Waterton Lakes National Park, Cardston County and Crownsnest Pass.

The regional economic alliance proposes to buy the Speed Sentry for \$6,300 and then rent it to member municipalities.

That proposal came under fire from Patience, who represents Fort Macleod on the alliance.

"To rent the thing to use it, that was never the intent," Patience said. "Alberta Southwest is not supposed to be a money-making thing."

Patience said the intent of the alliance is to buy equipment that can be shared among the municipalities, who pay a membership fee.

"This isn't supposed to be the point, that you have to rent something that you purchased together," Patience said.

Patience recommended holding off on signing the agreement until Fort Macleod can consult with other communities and the regional alliance executive.

"I was a little bit disappointed with the administration they have imposed around a simple, little, clean purchase," Patience said. "This is not a major purchase by any stretch."

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SpeedSentry coming to Pass?

BY BRYAN PASSIFRUME
REPORTER

Leadfoots in the Pass may soon be getting a reminder of their speedy ways. The SpeedSentry radar speed display unit will soon be coming to town, if council gets their way.

The proposed unit is an alphanumeric display board with a radar speed measuring unit that displays the speed of oncoming vehicles. The unit is a method of letting drivers know how fast they are going, and in the case of speeders, how fast they are travelling above the posted speed limit.

Communities in southwestern Alberta will be able to book the unit for use in their community,

which can be used for both traffic calming and counting purposes.

Not everybody in council was enthusiastic about the SpeedSentry coming to the Pass.

"It's a cash cow," remarked Councillor Gail Sygutek. "It's just another way to get money from the taxpayers."

"Get out and do your job," she added, although it wasn't clear whom this was directed towards.

Councillor Nestor Chorney disagreed with Sygutek's assertion. "It is definitely not a 'cash cow'," Chorney said. "Nobody makes any money from this. I think it's very valuable."

"They have a very, very good effect," added Councillor Gary Taje. "It warns people, rather

than ticketing."
The SpeedSentry system does not issue tickets nor does it collect money.

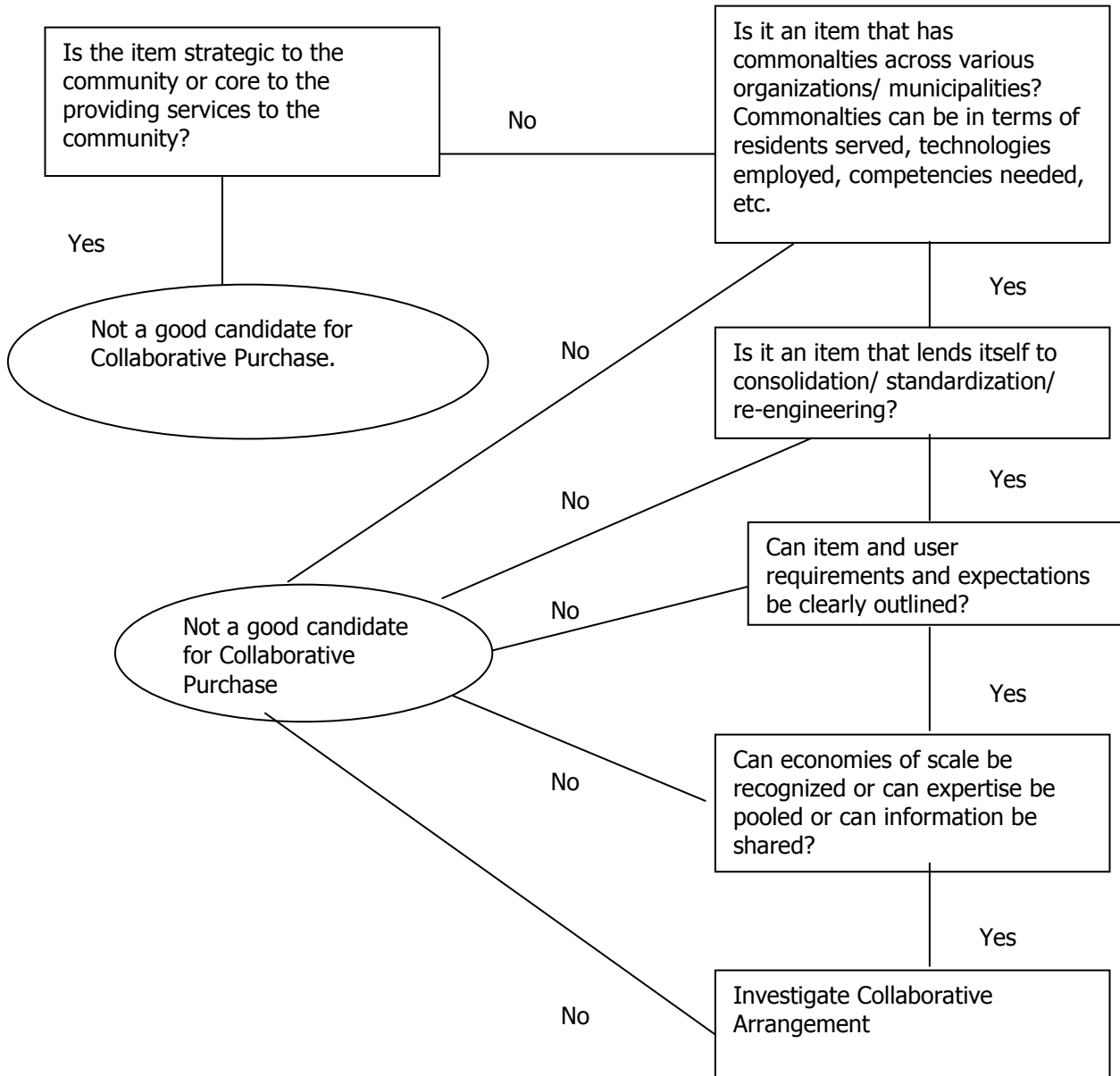
The SpeedSentry will be owned and operated by the Alberta Southwest Regional Alliance, a non-profit organization of communities and municipalities dedicated to increasing awareness and tourism in Southwest Alberta.

In a memo to council, Chief Administrative Office Gordon Lundy suggested that the daily fee to member communities be reduced to \$25 from the \$50 proposed by the Alliance.

Council voted in favour of the motion suggesting the reduction of the daily fee, with Councillor Sygutek casting the lone nay vote.

APPENDIX C - COLLABORATIVE PURCHASE PROCESS

In planning a collaborative purchase, it is important to note that not all items are ideal candidates for collaborative arrangements. Ideally, these arrangements provide the best of both worlds --- the availability of a desired item in an efficient and effective manner through cooperative arrangements. The following decision chart may be used to determine whether an item is a good candidate for a collaborative purchase agreement:



The process to investigate a collaborative agreement and develop one can be summarized as follows:

1. Ensure that the entire group has strong relationships and a history of trust and open communication.
2. Identify the mutual needs/objectives for the purchase item.
3. Establish a steering committee to discuss the nuances of the arrangement. Ensure that the steering committee includes a good cross-section of representatives from the broader group.
4. Ensure that the item selected addresses common needs or objectives of the entire group.
5. Discuss the following components:
 - a. Cost/Budget - In addition to the basic cost of the unit, related items to investigate and discuss are:
 - i. Warranty
 - ii. Repairs
 - iii. Replacement of parts/unit
 - iv. Insurance
 - v. Transportation between communities
 - b. Scheduling - Is the item subject to a particular schedule or can it be used/booked on an “as needed basis”. Therefore, items to consider include:
 - i. Does scheduling take place on an equal “time share” basis?
 - ii. Does scheduling take place based on the size of municipality?
 - iii. How far in advance does/can the item be booked?
 - iv. How long at a time can the item be booked?
 - v. What is the procedure for changing time booked?
 - vi. What is the procedure for priority use if unit is already booked? That is, what happens in case of special circumstances?
 - vii. Who books or how is it booked (Online? Who is ultimately responsible?)
 - viii. What happens if the unit requires maintenance or repair during the booked time? That is, what recourse is there for the municipality that has booked it?
 - c. Players and Roles and Responsibilities:
 - i. Who are all the parties to the agreement?
 - ii. What are their roles and responsibilities?
 - d. Usage:
 - i. Are usage fees attached to the item or is part of the collaborative purchase the ability to use the item “free of charge” for a certain amount of time and on certain days?
 - ii. In the case of a usage fee, what is the appropriate amount? What is the objective of setting and collecting the user fee?
 - iii. If there is a usage fee, how is it invoiced/collected?
 - iv. If there is a usage fee, will the usage fee funds be set aside for repairs versus incurring costs as they occur?
 - e. Administration:
 - i. What administration is required to implement the agreement?
 - ii. Whose responsibility is it to administer the agreement?
 - f. Repairs, Maintenance, Replacement:
 - i. How will repairs be paid for?

- ii. Is there a need to set aside funds for replacement or additional purchases?
 - iii. What is the process for repairs and who is responsible for approving repairs and ensuring that they are completed?
 - g. Conflict Resolution:
 - i. What is the process to avoid conflict with respect to when the item is damaged/not working?
 - ii. Who ultimately resolves the conflict?
 - h. Ownership and Time Frame:
 - i. Is there an “owner”, “lead” or a committee/board to oversee the operation?
 - ii. Is there a period of “trial” time after which the process and concept are re-visited?
 - iii. What information is required about the collaborative process that will help the partners move forward?
 - iv. What is the term of the agreement?
 - i. Training:
 - i. How will training be provided on the use of the asset?
 - ii. Is specific certification required?
 - iii. How will proper usage (safety) by proper individuals (if appropriate) be ensured?
 - j. Record Keeping:
 - i. Who will keep proper records of usage, costs, benefits?
 - ii. Who will ensure that operators of the asset are properly trained?
 - iii. Who will record incidents and resolution in relation to the incidents?
 - iv. What administrative items need to be considered and documented for risk management and liability purposes?
 - k. Exit Strategy:
 - i. How can the agreement be dissolved?
 - ii. What would happen to the item that was purchased?
 - l. Consultation/Communication:
 - i. Who are all the stakeholders and which of these need to provide input into the agreement and its process?
 - ii. How will the benefits of the agreement as well as the specific components of the agreement be communicated to stakeholders?
 - m. Approvals:
 - i. Who signs the shared agreement? In the case of municipalities, is Council approval required?
 - ii. Who approves the budget for the item? Is there a threshold dollar value of the item before it has to be approved by Council?
- 6. After discussion of the above, develop a draft agreement incorporating discussions.
- 7. Review the draft agreement with the larger group to ensure that all concerns have been addressed and all pertinent points have been incorporated.

8. Based on communication plan as discussed in (l) above, provide information to appropriate stakeholders. Address concerns and incorporate feedback into agreement and process.
9. Based on approval decision as discussed in (m) above, follow the process to get formal signatures for the agreement.
10. Purchase the item.
11. Develop a procedure to ensure that item is used and used appropriately.
12. Evaluate success of collaborative arrangement. That is, do the benefits of collaborating in purchasing the item exceed the costs. If so, communicate these to stakeholders. If not, “tweak” the arrangement in order to ensure benefits exceed costs.