

AGENDA  
COUNCIL COMMITTEE MEETING  
MUNICIPAL DISTRICT OF PINCHER CREEK  
January 14, 2025  
11:00 am  
Council Chambers

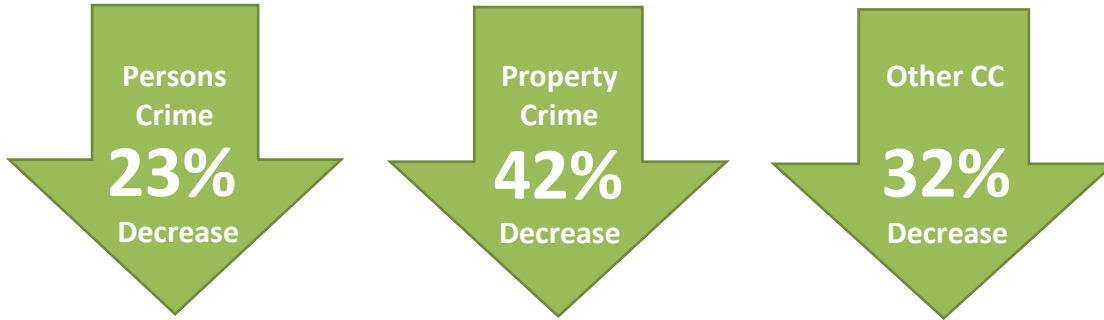
- 1) Approval of Agenda
- 2) Delegations
  - a) 11:00 am to 11:30 am - Sgt. Ryan Hodge, Pincher Creek RCMP
  - b) 11:30 am to 11:45 am - Hugh Lynch-Staunton
- 3) Closed Session
  - a) Public Works Call Log – FOIP Sec. 24.1
  - b) Policy C-HR-002 Leave With or Without Pay – FOIP Sec. 24.1
- 4) Extension of Rural ICF Agreements
- 5) Round Table
- 6) Adjournment



# Pincher Creek Provincial Crime Gauge

2024 vs. 2023  
January to December

## Criminal Code Offences



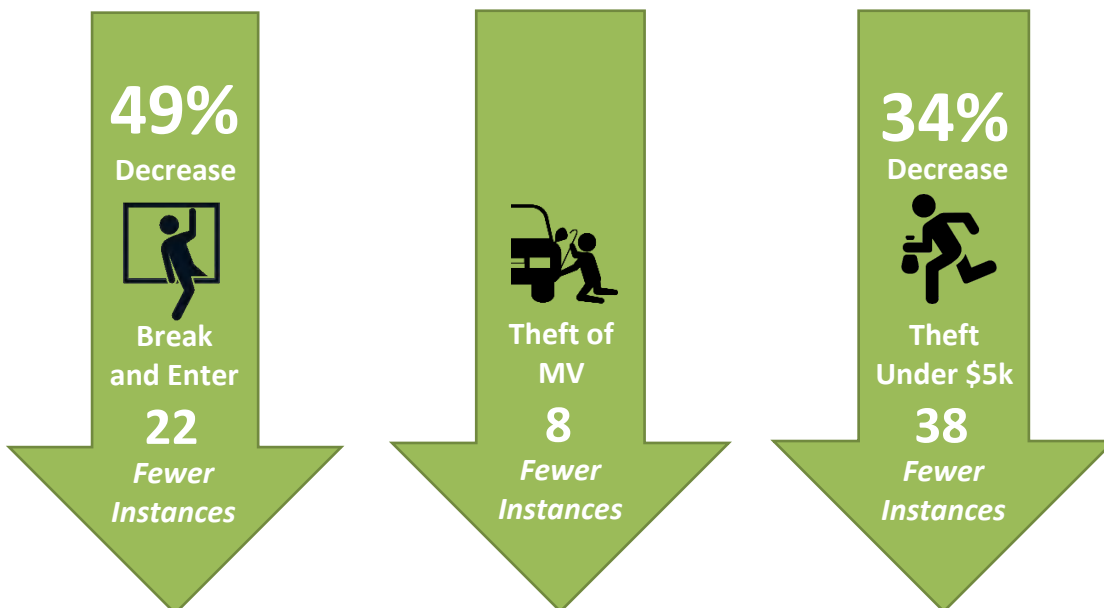
**Total  
Criminal Code  
Offences:**

# 35%

# Decrease

When compared to  
January to December, 2023

## Select Property Crime



The data contained in this document was obtained from PROS, which is a live database. As such, some of the information presented could differ slightly from any past or future reports regarding the same time period.

**Pincher Creek (Provincial) Crime Statistic Summary – January to December****2025/01/06*****Pincher Creek (Provincial) – Highlights***

- **Break & Enters** are showing a 48.9% decrease when compared to the same period in 2023 (January to December). There were 22 fewer actual occurrences (from 45 in 2023 to 23 in 2024).
- **Theft of Motor Vehicles** decreased by 42.1% when compared to the same period in 2023 (January to December). There were 8 fewer actual occurrences (from 19 in 2023 to 11 in 2024).
- **Theft Under \$5,000** decreased by 34.2% when compared to the same period in 2023 (January to December). There were 38 fewer actual occurrences (from 111 in 2023 to 73 in 2024).

***Pincher Creek (Provincial) – Criminal Code Offences Summary***

<b>Crime Category</b>	<b>% Change 2023 – 2024 (January to December)</b>
Total Persons Crime	<b>22.9% Decrease</b>
Total Property Crime	<b>41.8% Decrease</b>
Total Criminal Code	<b>35.2% Decrease</b>

From January to December 2024, when compared to the same period in 2023, there have been:

- 36 fewer **Persons Crime** offences;
- 161 fewer **Property Crime** offences; and
- 257 fewer **Total Criminal Code** offences;

***Pincher Creek (Provincial) – December, 2024***

- There were 0 **Thefts of Motor Vehicles** in December: 0 cars, 0 trucks, 0 minivans, 0 SUVs, 0 motorcycles, 0 other types of vehicles, and 0 vehicles taken without consent.
- There were 0 **Break and Enters** in December: 0 businesses, 0 residences, 0 cottages/seasonal residences, 0 in some other type of location, and 0 unlawfully being in a dwelling house.
- There were a total of 1 **Provincial Roadside Suspensions** in December (1 alcohol related and 0 drug related). This brings the year-to-date total to 11 (11 alcohol related and 0 drug related).
- There were a total of 8 files with the **Spousal Abuse** survey code in December (December 2023: 2). This brings the year-to-date total to 64 (2023: 77).
- There were 195 files with **Victim Service Unit** referral scoring in Pincher Creek Provincial: 2 accepted, 26 declined, 1 proactive, 0 requested but not available, and 166 files with no victim.

## Pincher Creek Provincial Detachment Clearance Rates 2024

All categories contain "Attempted" and/or "Completed"

CATEGORY	Trend	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec
Homicides & Offences Related to Death		-	-	-	-
Robbery		-	-	-	-
Sexual Assaults		-	0.0%	50.0%	-
Other Sexual Offences		-	-	-	0.0%
Assault		81.8%	108.3%	68.8%	100.0%
Kidnapping/Hostage/Abduction		-	100.0%	100.0%	-
Extortion		-	0.0%	0.0%	-
Criminal Harassment		15.4%	0.0%	50.0%	40.0%
Uttering Threats		33.3%	0.0%	66.7%	112.5%
<b>TOTAL PERSONS</b>		<b>43.3%</b>	<b>60.0%</b>	<b>63.0%</b>	<b>81.5%</b>
Break & Enter		25.0%	33.3%	10.0%	66.7%
Theft of Motor Vehicle		50.0%	0.0%	0.0%	100.0%
Theft Over \$5,000		0.0%	50.0%	0.0%	-
Theft Under \$5,000		14.3%	21.7%	14.3%	13.3%
Possn Stn Goods		-	0.0%	100.0%	-
Fraud		28.6%	0.0%	14.3%	11.8%
Arson		100.0%	-	-	-
Mischief To Property		7.7%	21.4%	29.4%	28.6%
<b>TOTAL PROPERTY</b>		<b>18.2%</b>	<b>18.9%</b>	<b>17.2%</b>	<b>24.5%</b>
Offensive Weapons		0.0%	-	-	100.0%
Disturbing the peace		42.9%	23.1%	11.1%	33.3%
Fail to Comply & Breaches		106.3%	92.3%	109.1%	87.5%
<b>OTHER CRIMINAL CODE</b>		<b>100.0%</b>	<b>75.0%</b>	<b>40.0%</b>	<b>100.0%</b>
<b>TOTAL OTHER CRIMINAL CODE</b>		<b>84.6%</b>	<b>60.0%</b>	<b>60.0%</b>	<b>70.6%</b>
<b>TOTAL CRIMINAL CODE</b>		<b>43.0%</b>	<b>39.8%</b>	<b>37.1%</b>	<b>48.5%</b>

**Pincher Creek Provincial Detachment  
Actual Offence Counts (Line 1 Only)  
2024**

All categories contain "Attempted" and/or "Completed"

CATEGORY	Trend	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec
Homicides & Offences Related to Death		0	0	0	0
Robbery		0	0	0	0
Sexual Assaults		0	1	2	0
Other Sexual Offences		0	0	0	1
Assault		11	12	16	8
Kidnapping/Hostage/Abduction		0	2	1	0
Extortion		0	1	1	0
Criminal Harassment		13	5	4	10
Uttering Threats		6	4	3	8
<b>TOTAL PERSONS</b>		<b>30</b>	<b>25</b>	<b>27</b>	<b>27</b>
Break & Enter		4	3	10	6
Theft of Motor Vehicle		2	2	6	1
Theft Over \$5,000		3	2	2	0
Theft Under \$5,000		14	23	21	15
Possn Stn Goods		0	2	1	0
Fraud		7	7	7	17
Arson		1	0	0	0
Mischief To Property		13	14	17	14
<b>TOTAL PROPERTY</b>		<b>44</b>	<b>53</b>	<b>64</b>	<b>53</b>
Offensive Weapons		1	0	0	2
Disturbing the peace		7	13	9	6
Fail to Comply & Breaches		16	13	11	8
<b>OTHER CRIMINAL CODE</b>		<b>2</b>	<b>4</b>	<b>5</b>	<b>1</b>
<b>TOTAL OTHER CRIMINAL CODE</b>		<b>26</b>	<b>30</b>	<b>25</b>	<b>17</b>
<b>TOTAL CRIMINAL CODE</b>		<b>100</b>	<b>108</b>	<b>116</b>	<b>97</b>



## Pincher Creek Provincial Detachment Crime Statistics (Actual) Q4: 2020 - 2024

All categories contain "Attempted" and/or "Completed"

January 6, 2025

CATEGORY	Trend	2020	2021	2022	2023	2024	% Change 2020 - 2024	% Change 2023 - 2024	Avg File +/- per Year
Offences Related to Death		0	1	1	1	0	N/A	-100%	0.0
Robbery		0	0	0	0	0	N/A	N/A	0.0
Sexual Assaults		0	4	1	2	0	N/A	-100%	-0.2
Other Sexual Offences		0	1	0	0	1	N/A	N/A	0.1
Assault		8	15	8	10	8	0%	-20%	-0.5
Kidnapping/Hostage/Abduction		0	0	0	1	0	N/A	-100%	0.1
Extortion		0	0	0	1	0	N/A	-100%	0.1
Criminal Harassment		5	9	3	9	10	100%	11%	1.0
Uttering Threats		10	6	10	11	8	-20%	-27%	0.1
<b>TOTAL PERSONS</b>		<b>23</b>	<b>36</b>	<b>23</b>	<b>35</b>	<b>27</b>	<b>17%</b>	<b>-23%</b>	<b>0.7</b>
Break & Enter		12	8	7	15	6	-50%	-60%	-0.5
Theft of Motor Vehicle		5	6	2	4	1	-80%	-75%	-1.0
Theft Over \$5,000		1	4	0	4	0	-100%	-100%	-0.2
Theft Under \$5,000		23	14	9	27	15	-35%	-44%	-0.3
Possn Stn Goods		1	5	3	3	0	-100%	-100%	-0.4
Fraud		7	14	9	10	17	143%	70%	1.6
Arson		0	0	0	0	0	N/A	N/A	0.0
Mischief - Damage To Property		5	10	8	18	9	80%	-50%	1.6
Mischief - Other		11	12	8	13	6	-45%	-54%	-0.9
<b>TOTAL PROPERTY</b>		<b>65</b>	<b>73</b>	<b>46</b>	<b>94</b>	<b>54</b>	<b>-17%</b>	<b>-43%</b>	<b>-0.1</b>
Offensive Weapons		3	5	2	5	6	100%	20%	0.6
Disturbing the peace		22	6	10	14	7	-68%	-50%	-2.2
Fail to Comply & Breaches		7	9	34	11	10	43%	-9%	0.8
<b>OTHER CRIMINAL CODE</b>		<b>9</b>	<b>5</b>	<b>5</b>	<b>4</b>	<b>2</b>	<b>-78%</b>	<b>-50%</b>	<b>-1.5</b>
<b>TOTAL OTHER CRIMINAL CODE</b>		<b>41</b>	<b>25</b>	<b>51</b>	<b>34</b>	<b>25</b>	<b>-39%</b>	<b>-26%</b>	<b>-2.3</b>
<b>TOTAL CRIMINAL CODE</b>		<b>129</b>	<b>134</b>	<b>120</b>	<b>163</b>	<b>106</b>	<b>-18%</b>	<b>-35%</b>	<b>-1.7</b>



## Pincher Creek Provincial Detachment

### Crime Statistics (Actual)

Q4: 2020 - 2024

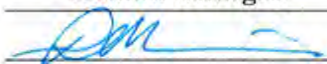
All categories contain "Attempted" and/or "Completed"

January 6, 2025

CATEGORY	Trend	2020	2021	2022	2023	2024	% Change 2020 - 2024	% Change 2023 - 2024	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		4	8	2	1	1	-75%	0%	-1.3
Drug Enforcement - Trafficking		1	3	1	5	0	-100%	-100%	0.0
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
<b>Total Drugs</b>		<b>5</b>	<b>11</b>	<b>3</b>	<b>6</b>	<b>1</b>	<b>-80%</b>	<b>-83%</b>	<b>-1.3</b>
Cannabis Enforcement		0	2	0	0	0	N/A	N/A	-0.2
Federal - General		6	4	0	1	3	-50%	200%	-0.9
<b>TOTAL FEDERAL</b>		<b>11</b>	<b>17</b>	<b>3</b>	<b>7</b>	<b>4</b>	<b>-64%</b>	<b>-43%</b>	<b>-2.4</b>
Liquor Act		20	18	8	8	3	-85%	-63%	-4.4
Cannabis Act		0	1	2	0	0	N/A	N/A	-0.1
Mental Health Act		9	11	14	13	20	122%	54%	2.4
Other Provincial Stats		16	11	39	23	12	-25%	-48%	0.4
<b>Total Provincial Stats</b>		<b>45</b>	<b>41</b>	<b>63</b>	<b>44</b>	<b>35</b>	<b>-22%</b>	<b>-20%</b>	<b>-1.7</b>
Municipal By-laws Traffic		0	0	0	0	0	N/A	N/A	0.0
Municipal By-laws		2	3	4	0	2	0%	N/A	-0.3
<b>Total Municipal</b>		<b>2</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0%</b>	<b>N/A</b>	<b>-0.3</b>
Fatals		1	0	0	0	0	-100%	N/A	-0.2
Injury MVC		4	6	1	6	7	75%	17%	0.6
Property Damage MVC (Reportable)		72	69	70	62	49	-32%	-21%	-5.3
Property Damage MVC (Non Reportable)		9	12	16	6	14	56%	133%	0.4
<b>TOTAL MVC</b>		<b>86</b>	<b>87</b>	<b>87</b>	<b>74</b>	<b>70</b>	<b>-19%</b>	<b>-5%</b>	<b>-4.5</b>
Roadside Suspension - Alcohol (Prov)		1	6	4	0	3	200%	N/A	-0.2
Roadside Suspension - Drugs (Prov)		0	0	0	0	0	N/A	N/A	0.0
<b>Total Provincial Traffic</b>		<b>167</b>	<b>279</b>	<b>307</b>	<b>227</b>	<b>280</b>	<b>68%</b>	<b>23%</b>	<b>17.4</b>
<b>Other Traffic</b>		<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-100%</b>	<b>N/A</b>	<b>-0.6</b>
<b>Criminal Code Traffic</b>		<b>21</b>	<b>15</b>	<b>10</b>	<b>8</b>	<b>6</b>	<b>-71%</b>	<b>-25%</b>	<b>-3.7</b>
<b>Common Police Activities</b>									
False Alarms		8	16	8	8	11	38%	38%	-0.2
False/Abandoned 911 Call and 911 Act		14	16	11	2	10	-29%	400%	-2.2
Suspicious Person/Vehicle/Property		24	17	23	30	17	-29%	-43%	-0.1
Persons Reported Missing		4	0	4	5	2	-50%	-60%	0.1
Search Warrants		0	1	0	0	1	N/A	N/A	0.1
Spousal Abuse - Survey Code (Reported)		11	8	17	22	16	45%	-27%	2.4
Form 10 (MHA) (Reported)		0	0	2	1	1	N/A	0%	0.3



## Recommendation to Council Council Committee

<b>TITLE:</b> <b>Extension of Rural ICF Agreements</b>			
<b>PREPARED BY:</b> <b>Roland Milligan</b>		<b>DATE:</b> <b>January 9, 2025</b>	
<b>DEPARTMENT:</b> <b>Administration</b>			
		<b>ATTACHMENTS:</b> <b>Rural ICF Agreements</b>	
<b>Department Supervisor</b>		<b>Date</b>	
<b>APPROVALS:</b>			
		<b>Roland Milligan</b>	<b>2025/01/09</b>
			
<b>Department Director</b>	<b>Date</b>	<b>CAO</b>	<b>Date</b>

**RECOMMENDATION:**

**THAT Council review the Intermunicipal Collaboration Framework Agreements with I.D. 4 – Waterton, M.D. of Willow Creek, Municipality of Crowsnest Pass, and Cardston County, and discuss and suggest to administration, a course of action on how the MD is to either extend or amend these agreements.**

**BACKGROUND:**

Pursuant to Section 708.29(1) of the Municipal Government Act (the *Act*), *Municipalities that have common boundaries must create a framework with each other by April 1, 2020 unless they are members of the same growth management board.* The Intermunicipal Collaboration Frameworks, commonly known as ICFs, were required to be in place by April 1, 2020. The MD complied with the *Act* and had ICFs with MD Ranchland, I.D. 4 –Waterton, MD of Willow Creek, and Cardston County signed prior to the deadline. The ICF with the Crowsnest Pass did not get signed until February of 2021. The Town of Pincher Creek and Cowley ICFs were officially entered into on March 4, 2020 (The MD also has ICF Agreements with the urban neighbors of the Village of Cowley and the Town of Pincher Creek.)

Pursuant to Section 708.32(1) of the *Act*, *The municipalities that are parties to a framework must review the framework at least every 5 years after the framework is created, or within a shorter period of time as provided for in the framework.*

The rural ICFs are being presented to Council for an initial review prior to reaching out to our partners for final review and extension if desired. We are planning on meeting with the Town of Pincher Creek, the Village of Cowley, and the M.D. of Ranchland shortly and are planning to have those ICFs on the respective agendas for discussion.



## **Recommendation to Council** ***Council Committee***

The MD did receive correspondence from the CAO of Cardston County in early December regarding the ICF between the M.D. and Cardston County. Cardston County and the M.D of Willow Creek passed the following motion:

*“that the Council accept the recommendation of the M.D. of Willow Creek and Cardston County Chief Administrative Officers that a review of the Intermunicipal Collaboration Framework Agreement has been undertaken as directed by municipal Council in accordance with Section 708.32 of the Municipal Government Act and it is the opinion of the Chief Administrative Officers that the Agreement remains valid in its current format and no changes are recommended at this time with the next review of the ICF agreement scheduled for 2031.”*

This was done for both Willow Creek and Warner. Cardston County stated that this took these agreements off the table and that they were then able to focus on the urban neighbors.

### **FINANCIAL IMPLICATIONS:**

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RECEIVED

JAN - 2 2020

M.D. OF PINCHER CREEK



# **Moving Forward**

## ***Building Opportunities for Our Future***

**Cardston County and the  
Municipal District of Pincher Creek No. 9**

INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT





# FORWARD

Cardston County and the Municipal District of Pincher Creek No.9 share a common history. Both have distinct and similar municipal characteristics, and both are rural municipalities based upon building and maintaining core services including roads, bridges and airports which are designed to service an agricultural and resource-based economy. Together these same individual characteristics link them into a healthy and viable regional municipality.

Most people understand increasing the level of collaboration as an ability to provide more efficient and better service levels to municipal ratepayers in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words, dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of “two municipalities – one purpose” describes the philosophy of the two Councils.

The two municipalities are committed to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as planning, economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, Cardston County and the Municipal District of Pincher Creek are well placed to lead pro-actively through the creation of this Intermunicipal Collaboration Framework Agreement.





***Cardston County  
and the  
Municipal District  
of Pincher Creek  
share a common history  
and foundation  
based upon the  
agriculture and the  
oil and gas industry***



## ***Goals of the Intermunicipal Collaboration Framework Agreement***

***The Intermunicipal Collaboration Framework has four main purposes:***

- 1 . To meet the requirements of provincial legislation.
- 2 . To promote the principles of collaboration between neighboring municipalities with a common border.
- 3 . To ensure municipalities consult and communicate on intermunicipal matters.
- 4 . To clearly lay out a process that the partners to this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.

*and also to consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.*



## ***The ICF Agreement between Cardston County and the Municipal District of Pincher Creek will:***

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their ratepayers: Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

Strengthen the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider the bigger regional municipality in the decision-making process.

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

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

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

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

### ***Commitment to Consultation and Cooperation – Consultation Protocol:***

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

It is understood that this agreement will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about



regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is likely that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to both communities. In these instances, where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

### ***Roles in Managing the Intermunicipal Collaboration Framework Agreement:***

#### *The Role of both Councils:*

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be taken into account to insure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the council and administration levels.

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

#### *The Role of the CAOs and Administration:*

The CAOs have been identified as the principals responsible for maintaining the agreement, its delivery and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality adheres to the principles of the agreement. The CAO's will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities and prioritizing municipal actions for the consideration of each Council. Disputes or disagreements between CAOs will be dealt with by a dispute resolution committee set up with members from each council.

#### *The Role of Staff:*

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

## ***The Framework Protocols***

### *Development of an Intermunicipal Communication Protocol*

Understanding that the success of this agreement is based upon respectful dialogue that both municipalities must be committed to ensuring the provision of information is handled in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities should jointly develop and abide by the principles of a communication protocol which should include the following principles:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
  - a. Seek to understand
  - b. Avoid personal attacks either privately or publicly
  - c. Asking for clarification on policies adopted by the other municipality to ensure understanding
  - d. Address issues as being of a joint nature meant to be resolved together
  - e. Seek to maximize the benefits for both parties
  
2. The Protocol should seek to ingrain collaboration and cooperation in each municipal organization
  - a. Both organizations agree to ensure proper training takes place on intermunicipal collaboration following a municipal election
  - b. Both organizations agree to provide additional training as required following any change in elected officials or senior administration
  
3. The protocol should ensure that each municipality provides to the other information pertaining to:
  - a. Major capital projects which may impact the other municipality
  - b. Lobby efforts to higher levels of government with respect an issue which may impact regional services
  - c. Adopted strategic plans
  - d. Funding, aid or support to other organizations within the other municipality when requested
  - e. Ceremonies, celebrations, events of regional impact
  - f. Promotion of collaborative successes



## ***Conflict Resolution***

The municipalities recognized that the development of this agreement is the start – not the end of the process. Recognizing that not all issues may be agreed upon the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity and at the point closest to where the problems initiated the Chief Administrative Officers and Chief Elected Officer will seek to address matters of conflict.
2. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
3. All matters of conflict should be resolved using a clear procedural pathway.
4. Maintain at all times, the essence of collaboration on the majority of issues even though conflict may exist on some issues.

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

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

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

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

## Inventory of Municipality Services

The following chart illustrates an inventory of municipal services available to ratepayers in each municipality. The inventory is a consideration of who provides a service, who has funded a service and where such services exist within the boundaries of a municipality. The services listed below are a representation of key services but it is not necessarily all services provided by each municipality. The services are utilized by the ratepayers of each municipality in one way or the other.

Type Of Service	MD of PC	Cardston	Inter Mun.	3rd Party
<b>Transportation</b>				
Road Grading & Gravelling	PC	C		
Road Calcium	PC	C		
Gravel Crushing	PC	C		
Road Construction	PC	C		
Culvert Installation	PC	C		
Bridge Maintenance	PC			B
Drainage Maintenance	PC	C		PC
Snow Plowing	PC	C		
Shop - Vehicle. Maint	PC	C		
Surveying		C		B
Sign Installation & Maint	PC	C		
Paved Road Repairs	PC			B
Rural Addressing Signs	PC	C		
Airport Operation	PC			
<b>Recreation</b>				
Skating Rinks			B	
Curling Rinks			B	
Shooting Ranges/Gun Club	PC			
Riding Arenas	PC			
Outdoor Rodeo Grounds			C	PC
Baseball Diamonds			B	
Golf Courses			PC	
Indoor Athletic Fields				
Swimming Pools			B	
Outdoor Soccer Fields			B	
Tennis Courts			PC	
Senior Centres			B	
Motocross Track				
Bowling Alleys			PC	
Water Park			B	
Skateboard Park			PC	
Gyms & Workout Centres			PC	
<b>Other Services</b>				
FCSS			C	PC
ORRSC - Planning				B
Planning & Development	PC	C		
Economic Development		C	B	
Regional Waste Services			B	
General Administration	PC	C		
Adult Learning Assoc			PC	
Southgrow Eco. Dev.				B
Alberta Southwest Alliance				B
Libraries			B	
<b>Cardston</b>		C		
<b>MD of Pincher Creek</b>		PC		
<b>Both</b>		B		

**Cardston  
County = C**

**MD of Pincher  
Creek = PC**

**Both = B**



## Inventory of Municipality Services cont...

Type Of Service	MD of PC	Cardston	Inter Mun.	3rd Party
<b>Water</b>				
Water Treatment	PC	C	B	
Water Distribution	PC	C		
Service Installs	PC	C		
Meter Reading	PC	C		
Utility Billing	PC	C		
Truck Fill Station	PC	C		
<b>Waste Water</b>				
Certified Operators	PC	C		
WW Collection System	PC			
Lagoons	PC			
Irrigation of Effluent	PC			
Installation of Utilities				PC
<b>Recycling &amp; Waste Management</b>				
Landfill			B	
Collection			B	
Recycling			B	
<b>Ag Services &amp; Parks</b>				
Tree Planting				PC
Tree Spraying				PC
Tree Pruning				PC
Mowing	PC	C		
Weed Identification	PC	C		
Weed Act Enforcement	PC	C		
Weed Spraying	PC	C		
Raw Water Irrigation				
Cemetery Maintenance		C	B	
Pest Control		C		PC
Park Maintenance	PC	C		
Sprinkler Installation				PC
Equip. Maintenance	PC	C		
Equipment Rentals	PC	C		
Building Maintenance	PC	C		
Park Operations	PC	C		
Campground Operation				B
Municipality Halls	Pc			
Museums			PC	
Visitor Centre				
Playgrounds	PC	C		B
<b>Emergency Services</b>				
EMS Coordination			B	
Fire Department			B	
Peace Officer			B	
Safety Code Officer	PC	C		
Safety Code Inspections				B
Disaster Management			B	
Mutual Aid Agreements			B	

**Cardston  
County = C**

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Service marked Internmunicipal Agreement only indicates that the service is provided through such an agreement. The agreement is not necessarily between the MD of Pincher Creek and Cardston County.

Service marked 3rd Party indicates the service is provided by an outside agency or organization and is normally a paid professional service.

## **ICF Agreement – Statutory Provisions**

Amendments to the Municipal Government have amended the purpose of municipalities. The new act requires municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not.

## **Emergency Services**

Cardston County and the Municipal District of Pincher Creek have jointly entered into a Mutual Aid Agreement specific to providing mutual fire protection services. Opportunities exist for further development of Disaster Management interoperability for the purpose of providing assistance during disaster events within both communities.

List of other joint services including fire agreements, disaster management agreements etc.

- *Southern Alberta Emergency Management Resource Sharing Agreement*

## **Solid Waste**

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of solid waste.

## **Transportation**

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of transportation.

## **Recreation**

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of recreation.

## **Water**

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of water services.

## **Waste Water**

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of waste water.



## **Other**

The Municipalities jointly are provided planning services from the Oldman River Regional Services Commission.

The Municipalities agree to collaboratively share responsibilities regarding invasive weeds as per the *Weed Control Act* and Regulations. Once weeds are identified and inventoried within the recognized IDP Boundary of our Municipalities, and a plan of action determined, this information will be shared from one Agricultural Services Board to the other.

The Municipalities agree to collaboratively share responsibilities regarding agricultural pests as per the *Agricultural Pests Act*. Through their respective Agricultural Service Boards, both municipalities will identify and agree upon a management strategy in the event an agricultural pest infestation is identified within the recognized IDP boundaries of our Municipalities.

The Municipalities agree to collaboratively share responsibilities regarding assisting the control of animal disease as per the *Animal Health Act*. In the event that a disease outbreak occurs, both municipalities will respond and support the event through the provision of manpower, equipment and other resources. Via their respective Agricultural Service Boards, both municipalities will work collaboratively with the Canadian Food Inspection Agency to support the management of any reportable disease should an outbreak occur.

## **Intermunicipal Development Plan**

As a requirement under Sections 631 and 692 of the *Municipal Government Act*, RSA 2000, an Intermunicipal Development Plan was adopted by separate bylaws between Cardston County and the Municipal District of Pincher Creek No. 9. Cardston County and the Municipal District of Pincher Creek Intermunicipal Development Plan is a statutory planning document that fosters ongoing collaboration and cooperation between both municipalities regarding planning matters and clarifies land use expectations within the Plan area.

Cardston County adopted Bylaw No. 726.2019 on October 15, 2019.

Municipal District of Pincher Creek adopted Bylaw No. 1308-19 on November 12, 2019.

## **Attachments to this Agreement**

Attached to this agreement is the current Cardston County and the Municipal District of Pincher Creek Intermunicipal Development Plan as well as the agreements aforementioned within this document.

## Commitment to Collaboration

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

**IN WITNESS WHEREOF** the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the 8 day of January, ~~2019~~, 2020, TM'

FOR CARDSTON COUNTY

PER:

*Randall M. Bullcock*

REEVE

PER:

*[Signature]*

CAO

FOR MUNICIPAL DISTRICT OF PINCHER CREEK No.9

PER:

*[Signature]*

REEVE

PER:

*[Signature]*

CAO





# **Moving Forward**

## ***Building Opportunities for Our Future***

**The Municipality of Crowsnest Pass and  
the Municipal District of Pincher Creek No. 9**

**INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT**







# FORWARD

The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek No.9 share a common history. Both have distinct and similar municipal characteristics, and both are rural municipalities based upon building and maintaining core services including roads, and bridges which are designed to service an agricultural and resource-based economy. Although Crowsnest has become a more urban culture while the MD has remained mostly agricultural, together these characteristics link them into a healthy and viable regional municipality.

Most people understand increasing the level of collaboration as an ability to provide more efficient and better service levels to municipal ratepayers in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words, dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of “two municipalities – one purpose” describes the philosophy of the two Councils.

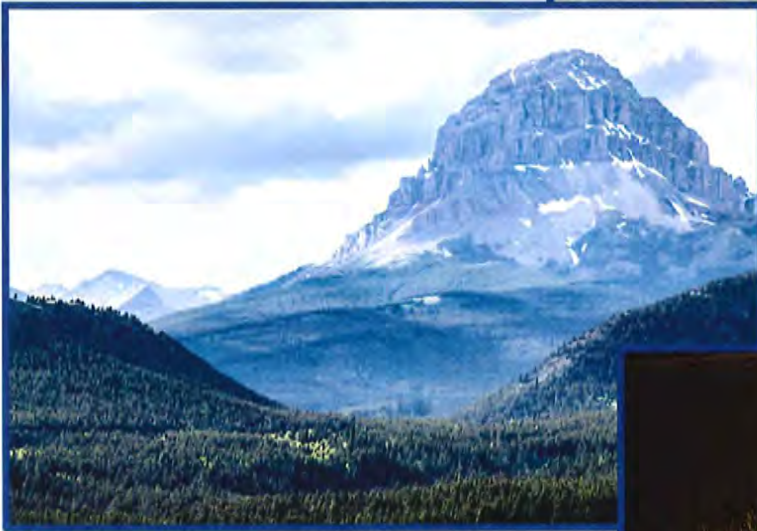
The two municipalities are committed to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as planning, economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek are well placed to lead pro-actively through the creation of this *Intermunicipal Collaboration Framework Agreement*.





***Municipality of Crowsnest  
Pass and the  
Municipal District  
of Pincher Creek  
share a common history  
and foundation based upon  
agriculture and a  
resource based economy,  
realizing new growth in the  
tourism industry***



## ***Goals of the Intermunicipal Collaboration Framework Agreement***

***The Intermunicipal Collaboration Framework has five main purposes:***

- 1 . To meet the requirements of provincial legislation.
2. To promote the principles of collaboration between neighboring municipalities with a common border.
- 3 . To ensure municipalities consult and communicate on intermunicipal matters.
- 4 . To clearly lay out a process where partners of this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.
5. To consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.



## ***The ICF Agreement between The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek will:***

**Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their ratepayers:** Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

**Strengthen the region while maintaining local autonomy:** Each Council maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider the bigger regional municipality in the decision-making process.

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

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

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

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

### ***Commitment to Consultation and Cooperation – Consultation Protocol:***

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

It is understood that this agreement will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respec-



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

## ***Roles in Managing the Intermunicipal Collaboration Framework Agreement:***

### *The Role of both Councils:*

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be taken into account to insure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the council and administration levels.

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

### *The Role of the CAOs and Administration:*

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

### *The Role of Staff:*

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



## ***The Framework Protocols***

### *Development of an Intermunicipal Communication Protocol*

Understanding that the success of this agreement is based upon respectful dialogue that both municipalities must be committed to ensuring the provision of information is handled in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities should jointly develop and abide by the principles of a communication protocol which should include the following principles:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
  - a. Seek to understand
  - b. Avoid personal attacks either privately or publicly
  - c. Asking for clarification on policies adopted by the other municipality to ensure understanding
  - d. Address issues as being of a joint nature meant to be resolved together
  - e. Seek to maximize the benefits for both parties
  
2. The Protocol should seek to ingrain collaboration and cooperation in each municipal organization
  - a. Both organizations agree to ensure proper training takes place on intermunicipal collaboration following a municipal election
  - b. Both organizations agree to provide additional training as required following any change in elected officials or senior administration
  
3. The protocol should ensure that each municipality provides to the other information pertaining to:
  - a. Major capital projects which may impact the other municipality
  - b. Lobby efforts to higher levels of government with respect an issue which may impact regional services
  - c. Adopted strategic plans
  - d. Funding, aid or support to other organizations within the other municipality when requested
  - e. Ceremonies, celebrations, events of regional impact
  - f. Promotion of collaborative successes

## **Conflict Resolution**

The municipalities recognized that the development of this agreement is the start – not the end of the process. Recognizing that not all issues may be agreed upon the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity and at the point closest to where the problems initiated the Chief Administrative Officers and Chief Elected Officer will seek to address matters of conflict.
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Surveying				C
Sign Installation & Maint	PC	C		
Paved Road Repairs	PC	C		B
Rural Addressing Signs	PC			
Airport Operation	PC			
<b>Recreation</b>				
Skating Rinks		C	PC	
Curling Rinks		C	PC	
Shooting Ranges/Gun Club	PC			C
Riding Arenas	PC			C
Outdoor Rodeo Grounds				PC
Baseball Diamonds		C	PC	
Golf Courses			PC	C
Ski Hill		C		
Cross Country Skiing				C
ATV Trails				C
Snowmobiling Trails				C
Mountain Biking Trails		C		
Walking Trails		C		
Indoor Athletic Fields		C		
Swimming Pools		C	PC	
Outdoor Soccer Fields		C	PC	
Tennis Courts		C	PC	
Senior Centres		C	PC	
Motocross Track			PC	
Bowling Alleys			PC	
Water Park		C	PC	
Skateboard Park		C	PC	
Gyms & Workout Centres			PC	C
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Regional Waste Services			B	
General Administration	PC	C		
Adult Learning Assoc			PC	C
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WW Collection System	PC	C		
Lagoons	PC	C		
Clarifiers		C		
Irrigation of Effluent	PC			
Installation of Utilities		C		B
<b>Recycling &amp; Waste Management</b>				
Landfill			B	
Collection			PC	C
Recycling			PC	
<b>Ag Services &amp; Parks</b>				
Tree Planting				B
Tree Spraying				PC
Tree Pruning		C		B
Mowing	PC	C		
Weed Identification	PC	C		
Weed Act Enforcement	PC	C		
Weed Spraying	PC			C
Cemetery Maintenance		C	PC	B
Pest Control		C		PC
Park Maintenance	PC	C		
Sprinkler Installation		C		PC
Equip. Maintenance	PC	C		
Equipment Rentals	PC			
Building Maintenance	PC	C		C
Park Operations	PC	C		
Campground Operation	PC	C		
Municipality Halls	PC	C		
Museums			PC	C
Playgrounds	PC	C		
<b>Emergency Services</b>				
EMS Coordination			PC	C
Fire Department		C	PC	
Peace Officer		C	PC	
Safety Code Officers	PC	C		
Safety Code Inspections		C		B
Disaster Management		C	B	
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Amendments to the Municipal Government have amended the purpose of municipalities. The new act requires municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not.

### **Emergency Services**

The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek have jointly entered into a Mutual Aid Agreement specific to providing mutual fire protection services. Opportunities exist for further development of Disaster Management interoperability for the purpose of providing assistance during disaster events within both communities.

List of other joint services including fire agreements, disaster management agreements etc.

- *Southern Alberta Emergency Management Resource Sharing Agreement*

### **Solid Waste**

The following agreement exists between The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek in the area of solid waste.

- *15-11\_30 Crowsnest Pincher Creek Landfill Agreement*

### **Transportation**

No agreements exist or are currently required between The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek in the area of transportation.

### **Recreation**

A new recreation agreement has been struck becoming the first of its kind for these two Municipalities.

- *Recreation Agreement*

10-2021-01-26  
21/052

Resolution for the Municipality of Crowsnest Pass  
Resolution for the MD of Pincher Creek

## **Water**

No agreements exist or are currently required between The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek in the area of water services.

## **Waste Water**

No agreements exist or are currently required between The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek in the area of waste water.

## **Other**

### Planning Services

The Municipalities both contract Planning Services from the Oldman River Regional Services Commission.

### Airport

The Municipalities are both involved in the development of the MD of Pincher Creek Airport. A formalization of this will take place this year (2021) with Crowsnest Pass becoming part of the Operating Society for the Airport.

### Agricultural Services

The two Municipalities continue to develop and explore opportunities to share Agricultural Services. This work will continue, but at the time of printing, a formal agreement is not yet in place.

The Municipalities agree to collaboratively share responsibilities regarding invasive weeds as per the *Weed Control Act* and Regulations. Once weeds are identified and inventoried within the recognized IDP Boundary of our Municipalities, and a plan of action determined, this information will be shared from one Agricultural Services Board to the other.

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## **Intermunicipal Development Plan**

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*The Municipality of Crowsnest Pass adopted Bylaw No. 1035, 2019 on October 1, 2019.*

*Municipal District of Pincher Creek adopted Bylaw No. 1309-19 on November 12, 2019.*

## **Attachments to this Agreement**

Attached to this agreement is the current *Municipality of Crowsnest Pass and the Municipal District of Pincher Creek Intermunicipal Development Plan* as well as the agreements aforementioned within this document.

## **Commitment to Collaboration**

The Municipality of Crowsnest Pass and the Municipal District of Pincher Creek acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honour all applicable legislation with respect to Intermunicipal collaboration within the Province of Alberta.

## **IN WITNESS WHEREOF**

the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the

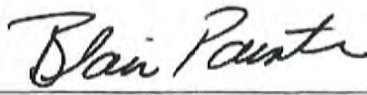
09 day of February, 2021. (MCNP)

09 day of February, 2021. (MDPC)




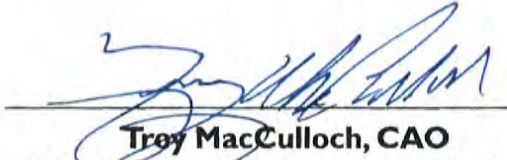
FOR THE MUNICIPALITY OF CROWSNEST PASS

FOR MUNICIPAL DISTRICT OF PINCHER CREEK No.9

PER:   
**Blair Painter, Mayor**  
Municipality of Crowsnest Pass

PER:   
**Brian Hammond, Reeve,**  
Municipal District of Pincher Creek No. 9

PER:   
**Patrick Thomas, CAO**  
Municipality of Crowsnest Pass

PER:   
**Troy MacCulloch, CAO**  
Municipal District of Pincher Creek No. 9



## **Moving Forward**

### ***Building Opportunities for Our Future***

*The Municipality of Crowsnest Pass passed resolution No. 09-2021-02-09 on Feb 09, 2021.*

*The Municipal District of Pincher Creek passed resolution No. 21/092 on Feb 09, 2021.*

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*\* any updates or revision statements of the agreements will appear at the end of each section.*



# **Moving Forward**

## ***Building Opportunities for Our Future***

**Municipal District of Pincher Creek No. 9  
and the Municipal District of Ranchland No. 66**

**INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT**







# FORWARD

Municipal District of Pincher Creek No.9 and the Municipal District of Ranchland No. 66 share a common history. Both have distinct and similar municipal characteristics, and both are rural municipalities based upon building and maintaining core services including roads, bridges and airports which are designed to service an agricultural and resource-based economy. Together these same individual characteristics link them into a healthy and viable regional municipality.

Most people understand increasing the level of collaboration as an ability to provide more efficient and better service levels to municipal ratepayers in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words, dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of “two municipalities – one purpose” describes the philosophy of the two Councils.

The two municipalities are committed to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as planning, economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, the Municipal District of Ranchland and Municipal District of Pincher Creek are well placed to lead pro-actively through the creation of this Intermunicipal Collaboration Framework Agreement.





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share a common history  
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## ***Goals of the Intermunicipal Collaboration Framework Agreement***

***The Intermunicipal Collaboration Framework has four main purposes:***

- 1 . To meet the requirements of provincial legislation.
- 2 . To promote the principles of collaboration between neighboring municipalities with a common border.
- 3 . To ensure municipalities consult and communicate on intermunicipal matters.
- 4 . To clearly lay out a process that the partners to this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.

***...and also to consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.***



## ***The ICF Agreement between the Municipal District of Pincher Creek and the Municipal District of Ranchland will:***

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their ratepayers: Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

Strengthening the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider the bigger regional municipality in the decision-making process.

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

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

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

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

### ***Commitment to Consultation and Cooperation – Consultation Protocol:***

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

It is understood that this agreement will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about



regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is likely that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to both communities. In these instances, where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

## ***Roles in Managing the Intermunicipal Collaboration Framework Agreement:***

### *The Role of both Councils:*

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be taken into account to ensure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the council and administration levels.

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

### *The Role of the CAOs and Administration:*

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

### *The Role of Staff:*

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



## ***The Framework Protocols***

### *Development of an Intermunicipal Communication Protocol*

Understanding that the success of this agreement is based upon respectful dialogue that both municipalities must be committed to ensuring the provision of information is handled in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities should jointly develop and abide by the principles of a communication protocol which should include the following principles:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
  - a. Seek to understand
  - b. Avoid personal attacks either privately or publicly
  - c. Asking for clarification on policies adopted by the other municipality to ensure understanding
  - d. Address issues as being of a joint nature meant to be resolved together
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2. The Protocol should seek to ingrain collaboration and cooperation in each municipal organization
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  - c. Adopted strategic plans
  - d. Funding, aid or support to other organizations within the other municipality when requested
  - e. Ceremonies, celebrations, events of regional impact
  - f. Promotion of collaborative successes



## ***Conflict Resolution***

The municipalities recognized that the development of this agreement is the start – not the end – of the process. Recognizing that not all issues may be agreed upon the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity and at the point closest to where the problems initiated the Chief Administrative Officers and Chief Elected Officer will seek to address matters of conflict.
2. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
3. All matters of conflict should be resolved using a clear procedural pathway.
4. Maintain at all times, the essence of collaboration on the majority of issues even though conflict may exist on some issues.

## ***Process***

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

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

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

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

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

## Inventory of Municipality Services

The following chart illustrates an inventory of municipal services available to ratepayers in each municipality. The inventory is a consideration of who provides a service, who has funded a service and where such services exist within the boundaries of a municipality. The services listed below are a representation of key services but it is not necessarily all services provided by each municipality. The services are utilized by the ratepayers of each municipality in one way or the other.

Type Of Service	Mun	Inter Mun.	3rd Party
<b>Transportation</b>			
Road Grading & Graveling	B		
Road Calcium	PC		B
Gravel Crushing			B
Road Construction	PC		R
Culvert Installation			B
Bridge Maintenance	PC		B
Drainage Maintenance	B		B
Snow Plowing	B		
Shop - Vehicle. Maint	B		R
Bridge Inspection		PC	R
Sign Installation & Maint	B		
Paved Road Repairs	PC		PC
Rural Addressing Signs	B		
Airport Operation	PC		
<b>Recreation</b>			
Skating Rinks		PC	
Curling Rinks		PC	
Shooting Ranges/Gun Club	PC		
Riding Arenas	PC		
Outdoor Rodeo Grounds			PC
Baseball Diamonds		PC	
Golf Courses		PC	
Indoor Athletic Fields			
Swimming Pools		PC	
Outdoor Soccer Fields		PC	
Tennis Courts		PC	
Senior Centres		PC	
Motocross Track		PC	
Bowling Alleys		PC	
Water Park		PC	
Skateboard Park		PC	
Gyms & Workout Centres		PC	
<b>Other Services</b>			
ORRSC - Planning	B	PC	
Planning & Development	B	PC	
Economic Development		PC	
Regional Waste Services		PC	
General Administration	B		
Adult Learning Assoc		PC	
Southgrow Eco. Dev.		B	
Alberta Southwest Alliance		B	
Libraries			B
FCSS			B
Mosquito Creek Foundation			R
<b>MD of Ranchland</b>		R	
<b>MD of Pincher Creek</b>		PC	
<b>Both</b>		B	

**MD of  
Ranchland = R**

**MD of Pincher  
Creek = PC**

**Both = B**



## Inventory of Municipality Services cont...

**MD of  
Ranchland = R**

**MD of Pincher  
Creek = PC**

**Both = B**

Service marked Intermunicipal Agreement only indicates that the service is provided through such an agreement. The agreement is not necessarily between the MD of Pincher Creek and the MD of Ranchland.

Service marked 3rd Party indicates the service is provided by an outside agency or organization and is normally a paid professional service.

Type Of Service	Mun	Inter Mun.	3rd Party
<b>Water</b>			
Water Treatment	PC		
Water Distribution	PC		
Service Installs	PC		
Meter Reading	PC		
Utility Billing	PC		
Truck Fill Station	PC		
<b>Waste Water</b>			
Certified Operators	PC		
WW Collection System	PC		
Lagoons	PC		
Irrigation of Effluent	PC		
Installation of Utilities			B
<b>Recycling &amp; Waste Management</b>			
Landfill		PC	R
Collection		PC	R
Recycling		PC	
<b>Ag Services &amp; Parks</b>			
Tree Planting			B
Tree Spraying			B
Tree Pruning			B
Mowing	B		
Weed Identification	B	B	
Weed Act Enforcement	B		
Weed Spraying	B	B	
Raw Water Irrigation			
Cemetery Maintenance		PC	
Pest Control	B		
Park Maintenance	PC		
Sprinkler Installation			PC
Equip. Maintenance	B		
Equipment Rentals	B		
Building Maintenance	B		
Park Operations	PC		
Campground Operation	PC		
Municipality Halls	B		
Museums		PC	
Visitor Centre			
Playgrounds	PC		
<b>Emergency Services</b>			
EMS Coordination		PC	
Fire Department		B	
Peace Officer		PC	
OH&S Code Officer	B		
OH&S Code Inspections			B
Disaster Management		B	
Mutual Aid Agreements		B	
Building Code Inspections		R	PC

- FCSS - Town of Nanton/Willow Creek for Ranchland, Town of PC for MD of PC
- Both Municipalities pay into Chinook Regional Library System
- Mosquito Creek Foundation/ PC Foundation - Seniors Requisition
- Use Readon Roads for our Road Calcium
- Gravel Crushing - tendered
- \*\* Bridge Inspections will become a sale of service from MD of PC to Ranchland



## **ICF Agreement – Statutory Provisions**

Amendments to the Municipal Government Act have amended the purpose of municipalities. The new act requires municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not.

## **Emergency Services**

The Municipal District of Ranchland and the Municipal District of Pincher Creek will enter into a Mutual Aid Agreement specific to providing mutual fire protection services. Opportunities exist for further development of Disaster Management interoperability for the purpose of providing assistance during disaster events within both communities.

List of other joint services including fire agreements, disaster management agreements etc.

- *Southern Alberta Emergency Management Resource Sharing Agreement*

## **Solid Waste**

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of solid waste.

## **Transportation**

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of transportation.

## **Recreation**

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of recreation.

## **Water**

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of water services.

## **Waste Water**

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of waste water.

## **Other**

The Municipalities jointly are provided planning services from the Oldman River Regional Services Commission.

The Municipalities agree to collaboratively share responsibilities regarding invasive weeds as per the *Weed Control Act* and Regulations. Once weeds are identified and inventoried within the recognized IDP Boundary of our Municipalities, and a plan of action determined, this information will be shared from one Agricultural Services Board to the other.

The Municipalities agree to collaboratively share responsibilities regarding agricultural pests as per the *Agricultural Pests Act*. Through their respective Agricultural Service Boards, both municipalities will identify and agree upon a management strategy in the event an agricultural pest infestation is identified within the recognized IDP boundaries of our Municipalities.

The Municipalities agree to collaboratively share responsibilities regarding assisting the control of animal disease as per the *Animal Health Act*. In the event that a disease outbreak occurs, both municipalities will respond and support the event through the provision of manpower, equipment and other resources. Via their respective Agricultural Service Boards, both municipalities will work collaboratively with the Canadian Food Inspection Agency to support the management of any reportable disease should an outbreak occur.

## **Intermunicipal Development Plan**

As a requirement under Sections 631 and 692 of the *Municipal Government Act*, RSA 2000, an Intermunicipal Development Plan was adopted by separate bylaws between The Municipal District of Ranchland No. 66 and the Municipal District of Pincher Creek No. 9. The Municipal District of Pincher Creek and the Municipal District of Ranchland Intermunicipal Development Plan is a statutory planning document that fosters ongoing collaboration and cooperation between both municipalities regarding planning matters and clarifies land use expectations within the Plan area.

Municipal District of Pincher Creek adopted Bylaw No. 1311-19 on November 12, 2019.

The Municipal District of Ranchland adopted Bylaw No. 2019-04 on October 22, 2019.

## **Attachments to this Agreement**

Attached to this agreement is the current Municipal District of Ranchland and the Municipal District of Pincher Creek Intermunicipal Development Plan as well as the agreements aforementioned within this document.

## Commitment to Collaboration

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

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

the 25 day of February, 20  . (MD of Pincher Creek No. 9)

the 18<sup>th</sup> day of February, 2020. (MD of Ranchland No. 66)


FOR MUNICIPAL DISTRICT OF PINCHER CREEK No 9

FOR THE MUNICIPAL DISTRICT OF RANCLAND No. 66

PER:   
REEVE

PER:   
REEVE

PER:   
CAO

PER:  Deb Welsh  
CAO





## Schedule of Attachments

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- 2     *1311-19 Intermunicipal Development Plan*
- 3     *08-013 Emergency Management Agency*

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# **Moving Forward**

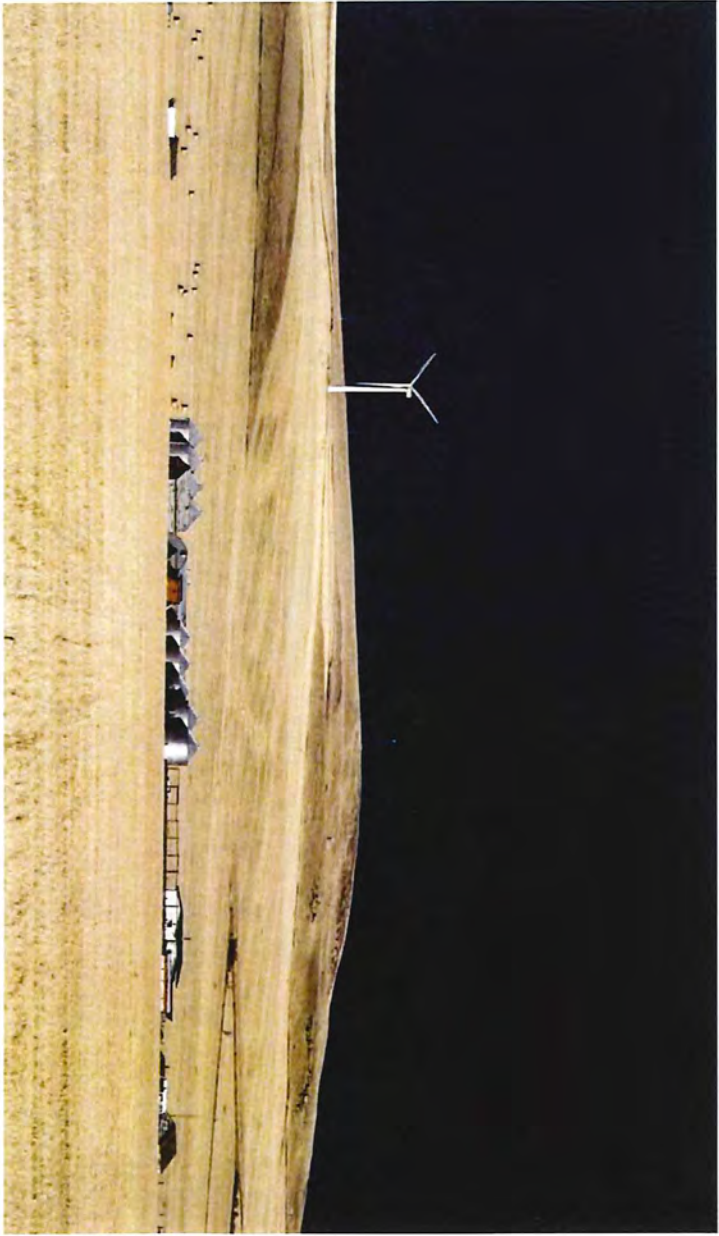
## ***Building Opportunities for Our Future***

**Municipal District of Pincher Creek No. 9  
and the Municipal District of Willow Creek No. 26**

**INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT**







# FORWARD

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Road Construction	PC			B
Culvert Installation	PC	WC		PC
Bridge Maintenance	PC	WC		PC
Drainage Maintenance	PC	WC		PC
Snow Plowing	PC	WC		
Shop - Vehicle. Maint	PC	WC		
Surveying				B
Sign Installation & Maint	PC	WC		
Paved Road Repairs	PC	WC		PC
Rural Addressing Signs	PC	WC		
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Planning & Development		WC	PC	WC
Economic Development		WC	B	
Regional Waste Services			B	
General Administration		WC	PC	
Adult Learning Assoc			PC	
Southgrow Eco. Dev.			B	
Alberta Southwest Alliance			B	
Libraries			B	WC

**MD of Willow  
Creek = WC**

**MD of Pincher  
Creek = PC**

**Both = B**

## Inventory of Municipality Services cont...

Type Of Service	MD of PC	MD OF WC	Inter Mun.	3rd Party
<b>Water</b>				
Water Treatment	PC		WC	
Water Distribution	PC		WC	
Service Installs	PC			WC
Meter Reading	PC	WC		
Utility Billing	PC	WC		
Truck Fill Station	PC		WC	
<b>Waste Water</b>				
Certified Operators	PC		WC	
WW Collection System	PC			WC
Lagoons	PC			WC
Irrigation of Effluent	PC			WC
Installation of Utilities				B
<b>Recycling &amp; Waste Management</b>				
Landfill			B	
Collection			B	
Recycling		WC	PC	
<b>Ag Services &amp; Parks</b>				
Tree Planting				B
Tree Spraying				B
Tree Pruning				B
Mowing	PC	WC		
Weed Identification	PC	WC		
Weed Act Enforcement	PC	WC		
Weed Spraying	PC	WC		
Raw Water Irrigation				
Cemetery Maintenance		WC	PC	
Pest Control		WC		PC
Park Maintenance	PC	WC		
Sprinkler Installation				PC
Equip. Maintenance	PC	WC		
Equipment Rentals	PC	WC		
Building Maintenance	PC			WC
Park Operations	PC	WC		
Campground Operation	PC	WC	WC	
Municipality Halls	PC	WC	WC	
Museums			PC	
Visitor Centre				
Playgrounds	PC	WC	WC	
<b>Emergency Services</b>				
EMS Coordination			PC	
Fire Department			PC	
Peace Officer		WC	PC	
Safety Code Officer	PC	WC		
Safety Code Inspections		WC		B
Disaster Management			B	
Mutual Aid Agreements			B	

**MD of Willow  
Creek = WC**

**MD of Pincher  
Creek = PC**

**Both = B**

Service marked *Intermunicipal Agreement* only indicates that the service is provided through such an agreement. The agreement is not necessarily between the MD of Pincher Creek and the MD of Willow Creek.

Service marked *3rd Party* indicates the service is provided by an outside agency or organization and is normally a paid professional service.



## **ICF Agreement – Statutory Provisions**

Amendments to the Municipal Government have amended the purpose of municipalities. The new act requires municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not.

## **Emergency Services**

The Municipal District of Willow Creek and the Municipal District of Pincher Creek have jointly entered into a Mutual Aid Agreement specific to providing mutual fire protection services. Opportunities exist for further development of Disaster Management interoperability for the purpose of providing assistance during disaster events within both communities.

List of other joint services including fire agreements, disaster management agreements etc.

- *Southern Alberta Emergency Management Resource Sharing Agreement*

## **Solid Waste**

No agreements exist or are currently required between Municipal District of Willow Creek and the Municipal District of Pincher Creek in the area of solid waste.

## **Transportation**

No agreements exist or are currently required between Municipal District of Willow Creek and the Municipal District of Pincher Creek in the area of transportation.

## **Recreation**

No agreements exist or are currently required between Municipal District of Willow Creek and the Municipal District of Pincher Creek in the area of recreation.

## **Water**

No agreements exist or are currently required between Municipal District of Willow Creek and the Municipal District of Pincher Creek in the area of water services.

## **Waste Water**

No agreements exist or are currently required between Municipal District of Willow Creek and the Municipal District of Pincher Creek in the area of waste water.

**Other**

The Municipalities jointly are provided planning services from the Oldman River Regional Services Commission.

**Intermunicipal Development Plan**

As a requirement under Sections 631 and 692 of the Municipal Government Act, RSA 2000, an Intermunicipal Development Plan was adopted by separate bylaws between The Municipal District of Willow Creek No. 26 and the Municipal District of Pincher Creek No. 9. The Municipal District of Willow Creek and the Municipal District of Willow Creek Intermunicipal Development Plan is a statutory planning document that fosters ongoing collaboration and cooperation between both municipalities regarding planning matters and clarifies land use expectations within the Plan area.

The Municipal District of Willow Creek adopted Bylaw No. 1842 on October 16, 2019.

Municipal District of Pincher Creek adopted Bylaw No. 1310-19 on October 8, 2019.

**Attachments to this Agreement**

Attached to this agreement is the current Municipal District of Willow Creek and the Municipal District of Pincher Creek Intermunicipal Development Plan as well as the agreements aforementioned within this document.

**Commitment to Collaboration**

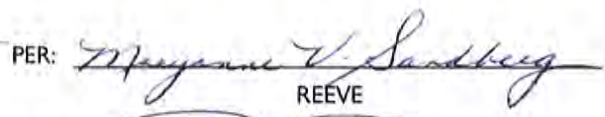
The Municipal District of Willow Creek and Municipal District of Pincher Creek acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honour all applicable legislation with respect Intermunicipal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

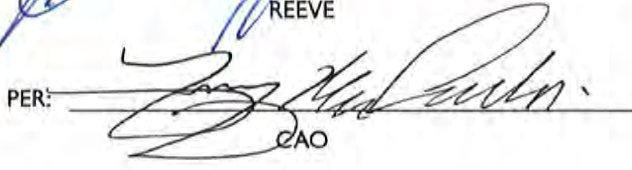
**IN WITNESS WHEREOF** the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the 8 day of January, 2020 TM.

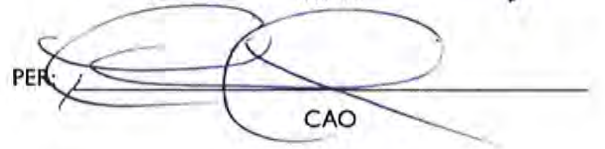
FOR MUNICIPAL DISTRICT OF PINCHER CREEK No.9

FOR THE MUNICIPAL DISTRICT of WILLOW CREEK No. 26

PER:   
REEVE

PER:   
REEVE

PER:   
CAO

PER:   
CAO



# Municipal District of Willow Creek No. 26

Office of the Administrator

[www.mdwillowcreek.com](http://www.mdwillowcreek.com)  
273129 Secondary Hwy 520  
Claesholm Industrial Airport  
Box 550, Claesholm Alberta T0L 0T0

Office: (403) 625-3351  
Fax: (403) 625-3886  
Shop: (403) 625-3030  
Toll Free: 888-337-3351

November 29, 2019

Mr. Troy MacCulloch  
Chief Administrative Officer  
Municipal District of Pincher Creek No. 9  
Box 279, 1037 Herron Avenue  
Pincher Creek, AB  
TOK 1W0

RECEIVED

DEC 19 2019

M.D. OF PINCHER CREEK

Dear Troy,

On November 20, 2019 Bylaw No. 1848, the bylaw to establish an Intermunicipal Collaboration Framework Agreement with M.D. of Pincher Creek received all three readings and was passed by the Council of the M.D. of Willow Creek.

You will find enclosed two copies of the ICF agreement for execution by the Reeve and CAO for M.D. of Pincher Creek should your Council adopt the bylaw for the ICF. Please return one copy to our office once executed for our records.

Thank you.

Sincerely,

Derrick Krizsan C.L.G.M.  
Chief Administrative Officer  
Municipal District of Willow Creek #26





IMPROVEMENT DISTRICT #4  
WATERTON LAKES NATIONAL PARK



# **Moving Forward**

## ***Building Opportunities for Our Future***

**ID #4 - Waterton Lakes National Park and the  
Municipal District of Pincher Creek No. 9**

**INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT**





# FORWARD

ID4 Waterton Lakes National Park and the Municipal District of Pincher Creek No.9 share a common history and individual characteristics that link them into a healthy and viable regional municipality.

Most people understand increasing the level of collaboration as an ability to provide more efficient and better service levels to municipal ratepayers in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words, dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of “two municipalities – one purpose” describes the philosophy of the two Councils.

The two municipalities are committed to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, ID4 - Waterton and the Municipal District of Pincher Creek are well placed to lead pro-actively through the creation of this Intermunicipal Collaboration Framework Agreement.





**ID4 - Waterton Lakes  
and the  
Municipal District  
of Pincher Creek  
share a common history  
and foundation based upon  
agriculture and a  
resource based economy,  
realizing new growth in the  
tourism industry**



## **Goals of the Intermunicipal Collaboration Framework Agreement**

**The Intermunicipal Collaboration Framework has four main purposes:**

- 1 . To meet the requirements of provincial legislation.
2. To promote the principles of collaboration between neighboring municipalities with a common border.
- 3 . To ensure municipalities consult and communicate on intermunicipal matters.
- 4 . To clearly lay out a process that the partners to this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.
5. To consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.



## ***The ICF Agreement between ID4 - Waterton Lakes National Park and the Municipal District of Pincher Creek will:***

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their ratepayers: Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

Strengthen the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider the bigger regional municipality in the decision-making process.

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

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

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

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

### ***Commitment to Consultation and Cooperation – Consultation Protocol:***

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

It is understood that this agreement will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about



regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is likely that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to both communities. In these instances, where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

## ***Roles in Managing the Intermunicipal Collaboration Framework Agreement:***

### *The Role of both Councils:*

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be taken into account to insure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the council and administration levels.

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

### *The Role of the CAOs and Administration:*

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

### *The Role of Staff:*

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



## **The Framework Protocols**

### *Development of an Intermunicipal Communication Protocol*

Understanding that the success of this agreement is based upon respectful dialogue that both municipalities must be committed to ensuring the provision of information is handled in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities should jointly develop and abide by the principles of a communication protocol which should include the following principles:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
  - a. Seek to understand
  - b. Avoid personal attacks either privately or publicly
  - c. Asking for clarification on policies adopted by the other municipality to ensure understanding
  - d. Address issues as being of a joint nature meant to be resolved together
  - e. Seek to maximize the benefits for both parties
  
2. The Protocol should seek to promote collaboration and cooperation in each municipal organization
  - a. Both organizations agree to ensure proper training takes place on intermunicipal collaboration following a municipal election
  - b. Both organizations agree to provide additional training as required following any change in elected officials or senior administration
  
3. The protocol should ensure that each municipality provides to the other information pertaining to:
  - a. Major capital projects which may impact the other municipality
  - b. Lobby efforts to higher levels of government with respect an issue which may impact regional services
  - c. Adopted strategic plans
  - d. Funding, aid or support to other organizations within the other municipality when requested
  - e. Ceremonies, celebrations, events of regional impact
  - f. Promotion of collaborative successes

## **Conflict Resolution**

The municipalities recognized that the development of this agreement is the start – not the end – of the process. Recognizing that not all issues may be agreed upon the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity and at the point closest to where the problems initiated the Chief Administrative Officers and Chief Elected Officer will seek to address matters of conflict.
2. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
3. All matters of conflict should be resolved using a clear procedural pathway.
4. Maintain at all times, the essence of collaboration on the majority of issues even though conflict may exist on some issues.

## **Process**

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

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

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

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

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



## Inventory of Municipality Services

The following chart illustrates an inventory of municipal services available to ratepayers in each municipality. The inventory is a consideration of who provides a service, who has funded a service and where such services exist within the boundaries of a municipality. The services listed below are a representation of key services but it is not necessarily all services provided by each municipality. The services are utilized by the ratepayers of each municipality in one way or the other.

Type Of Service	MD of PC	ID4	Inter Mun.	3rd Party
<b>Transportation</b>				
Road Grading & Graveling	PC	Parks		
Road Calcium	PC	Parks		
Gravel Crushing	PC	Parks		
Road Construction	PC	Parks		
Culvert Installation		Parks		PC
Bridge Maintenance	PC	Parks		PC
Drainage Maintenance	PC	Parks		PC
Snow Plowing	PC	Parks		
Shop - Vehicle. Maint	PC	Parks		
Surveying		Parks		
Sign Installation & Maint	PC	Parks		
Paved Road Repairs	PC	Parks		PC
Rural Addressing Signs	PC	Parks		
Airport Operation	PC	N/A		
<b>Recreation</b>				
Skating Rinks		N/A	PC	
Curling Rinks		N/A	PC	
Shooting Ranges/Gun Club	PC	N/A		
Riding Arenas	PC	N/A		
Outdoor Rodeo Grounds		N/A		PC
Baseball Diamonds		W	PC	
Golf Courses		W	PC	
Indoor Athletic Fields		N/A		
Swimming Pools		N/A	PC	
Outdoor Soccer Fields		Parks	PC	
Tennis Courts		Parks	PC	
Senior Centres		N/A	PC	
Motocross Track		N/A	PC	
Bowling Alleys		N/A	PC	
Water Park		W	PC	
Skateboard Park		Parks	PC	
Gyms & Workout Centres		Parks	PC	
<b>Other Services</b>				
FCSS		N/A		PC
ORRSC - Planning		Parks		PC
Planning & Development	PC	Parks		
Economic Development		W	PC	
Regional Waste Services		Parks	PC	
General Administration	PC	W		
Adult Learning Assoc		N/A	PC	
Southgrow Eco. Dev.		N/A		PC
Alberta Southwest Alliance		N/A		PC
Libraries		W	PC	W

**ID4 -  
Waterton = W**

**MD of Pincher  
Creek = PC**

**Parks Canada  
= Parks**

**Both = B**

## Inventory of Municipality Services cont...

Type Of Service	MD of PC	ID4	Inter Mun.	3rd Party
<b>Water</b>				
Water Treatment	PC	Parks		
Water Distribution	PC	Parks		
Service Installs	PC	Parks		
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Utility Billing	PC	Parks		
Truck Fill Station	PC	Parks		
<b>Waste Water</b>				
Certified Operators	PC	Parks		
WW Collection System	PC	Parks		
Lagoons	PC	Parks		
Irrigation of Effluent	PC	Parks		
Installation of Utilities		Parks		PC
<b>Recycling &amp; Waste Management</b>				
Landfill		Parks	PC	
Collection		Parks	PC	
Recycling		Parks	PC	
<b>Ag Services &amp; Parks</b>				
Tree Planting		Parks		PC
Tree Spraying		Parks		PC
Tree Pruning		Parks		PC
Mowing	PC	Parks		
Weed Identification	PC	Parks		
Weed Act Enforcement	PC	Parks		
Weed Spraying	PC	Parks		
Raw Water Irrigation		Parks		
Cemetery Maintenance		N/A	PC	
Pest Control		Parks		PC
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Sprinkler Installation		Parks		PC
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Equipment Rentals	PC	Parks		
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Park Operations	PC	Parks		
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Municipality Halls	PC	Parks		
Museums		Parks	PC	
Visitor Centre		Parks		
Playgrounds	PC	Parks		
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Fire Department		Parks	PC	
Peace Officer		Parks	PC	
Safety Code Officer	PC	Parks		
Safety Code Inspections		Parks		PC
Disaster Management		Parks	PC	
Mutual Aid Agreements		Parks	PC	

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Creek = PC**

**Parks Canada  
= Parks**

**Both = B**

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### **Emergency Services**

No agreements exist or are currently required between ID#4 - Waterton Lakes National Park and the Municipal District of Pincher Creek in the area of solid waste.

### **Solid Waste**

No agreements exist or are currently required between ID#4 - Waterton Lakes National Park and the Municipal District of Pincher Creek in the area of solid waste.

### **Transportation**

No agreements exist or are currently required between ID#4 - Waterton Lakes National Park and the Municipal District of Pincher Creek in the area of transportation.

### **Recreation**

No agreements exist or are currently required between ID#4 - Waterton Lakes National Park and the Municipal District of Pincher Creek in the area of recreation.

### **Water**

No agreements exist or are currently required between ID#4 - Waterton Lakes National Park and the Municipal District of Pincher Creek in the area of water services.

### **Waste Water**

No agreements exist or are currently required between ID#4 - Waterton Lakes National Park and the Municipal District of Pincher Creek in the area of waste water.

## **Intermunicipal Development Plan**

Given the very limited role ID4 plays in planning and development within the townsite, ID4 exercised the IDP exemption with the MD. At its council meeting, July 19, 2019, ID4 Council passed the following motions:

05-07-19-19 MOVED by Brian Baker that I.D. 4 Council exercise the option to be exempt from an Intermunicipal Development Plan with the Municipal District of Pincher Creek, as per Ministerial Order No. MSL: 047/18.

UNANIMOUSLY CARRIED

At the September 10, 2019 Council meeting of the MD of Pincher Creek the following resolution was moved and carried.

a) Exemption from an Intermunicipal Development Plan with Improvement District No. 4 (Waterton)

Councillor Rick Lemire

19/362

Moved that Council exercise the option to be exempt from an Intermunicipal Development Plan with Improvement District No. 4 (Waterton), as per Ministerial Order No. MSL:047/18.

Carried

## **Attachments to this Agreement**

• none



RECEIVED

JUN 30 2020

**Commitment to Collaboration**

M.D. OF PINCHER CREEK

ID4- Waterton Lakes National Park and the Municipal District of Pincher Creek acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honour all applicable legislation with respect Intermunicipal collaboration within the Province of Alberta.

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

the 30 day of MARCH, 20 . (ID4 - Waterton)

the 25 day of February, 20 . (MD of PC)



FOR ID #4 - WATERTON LAKES NATIONAL PARK

FOR MUNICIPAL DISTRICT OF PINCHER CREEK No. 9

PER: [Signature]  
REEVE

PER: [Signature]  
REEVE

PER: [Signature]  
CAO

PER: [Signature]  
CAO