



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

Municipal District of Pincher Creek No.9 and the Municipal District of Willow Creek No. 26 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 Willow Creek and Municipal District of Pincher Creek are well placed to lead proactively through the creation of this Intermunicipal Collaboration Framework Agreement.



*The Municipal District
of Willow Creek
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 the Municipal District of Pincher Creek and the Municipal District of Willow 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.

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 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:

- I. 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.

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 CAO's 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	MD of WC	Inter Mun.	3rd Party
Transportation				
Road Grading & Gravelling	PC	WC		
Road Calcium	PC	WC		
Gravel Crushing	PC			B
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		
Airport Operation	PC			WC
Recreation				
Skating Rinks			B	
Curling Rinks			B	
Shooting Ranges/Gun Club	PC		WC	
Riding Arenas	PC		WC	
Outdoor Rodeo Grounds			B	
Baseball Diamonds			B	
Golf Courses			B	
Indoor Athletic Fields			WC	
Swimming Pools			B	
Outdoor Soccer Fields			B	
Tennis Courts			B	
Senior Centres			B	
Motocross Track				
Bowling Alleys			B	
Water Park			B	
Skateboard Park			B	
Gyms & Workout Centres			B	
Other Services				
FCSS			B	
ORRSC - Planning			PC	
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
Water				
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	
Waste Water				
Certified Operators	PC		WC	
WW Collection System	PC			WC
Lagoons	PC			WC
Irrigation of Effluent	PC			WC
Installation of Utilities				B
Recycling & Waste Management				
Landfill			B	
Collection			B	
Recycling		WC	PC	
Ag Services & Parks				
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	
Emergency Services				
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 Internunicipal 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, 2019.2020 TM.

FOR MUNICIPAL DISTRICT OF PINCHER CREEK No.9

PER:

REEVE

PER:

CAO

FOR THE MUNICIPAL DISTRICT of WILLOW CREEK No.26

PER:

REEVE

PER:

CAO



Municipal District of Willow Creek No. 26

Office of the Administrator

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DEC 19 2019

M.D. OF PINCHER CREEK

November 29, 2019

Mr. Troy MacCulloch
Chief Administrative Officer
Municipal District of Pincher Creek No. 9
Box 279, 1037 Herron Avenue
Pincher Creek, AB
T0K 1W0

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