



ICF



Inter-municipal Collaborative Framework

Collaboration between Town of Pincher Creek and Municipal District of Pincher Creek





Intermunicipal Collaboration Framework Agreement

Between The

**Town of Pincher Creek
And The**

Municipal District of Pincher Creek No. 9

Mission: Responsive community building.

Vision: To build and support our community together.

Intermunicipal Collaboration Framework (ICF) Agreement

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INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF)

BETWEEN

THE TOWN OF PINCHER CREEK

and

THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

Preamble

WHEREAS Division 1, Section 708.28 (1) of the Municipal Government Act as of January 1, 2020 RSA 2000 C. M-26 (MGA) including Bill 25: Red Tape Reduction Implementation Act requires that Councils in municipalities that have common boundaries collaborate to develop and deliver services through an ICF where it is agreed efficiencies will mutually benefit more than one municipality; and

WHEREAS, The Town of Pincher Creek and The Municipal District of Pincher Creek No. 9 share common interests and are desirous of working together to provide services to their residents; and

WHEREAS the Signatories recognize that sharing responsibility for the common interests in the region will effectively and economically better serve residents; and

WHEREAS the Signatories acknowledge that the advancement of their shared region is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication; and

WHEREAS the Signatories therefore commit to promoting, fostering and embodying the principles of mutual fairness, mutual respect and mutual benefit; and

WHEREAS the Signatories wish to jointly help promote quality of life to their ratepayers by ensuring that a range of regional assets, programs and services are reasonably available to all residents; and

WHEREAS, the Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek have identified shared regional services, how they are delivered and funded to the residents in the region; and

WHEREAS the Signatories to this Agreement recognize the importance of municipal autonomy and the right of municipal self-determination; and

WHEREAS the Signatories recognize that they each, separately and together with the other Signatory, have a significant role to play in the success of their region and will ultimately share both the risk and the reward of regional success or failure; and

WHEREAS the Signatories wish to help each other, within their capability, when a need arises, to effectively, efficiently and economically deliver services; and

WHEREAS the Signatories wish to take cooperative advantage of the natural, geographic and built assets of their region to promote and effectively position themselves competitively in a global economic environment.

A. SIGNATORIES

- a. The Signatories to this Agreement are the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9.
- b. The terms "Signatory", "Signatory Municipalities", "Partner" and "Partner Municipalities" are used interchangeably in this Agreement.
- c. Signatory representatives may only sign when approved to do so through resolution of their Council.

B. DEFINITIONS

- a. "Regional" means the geographic area of the Signatory Municipalities and the assets, programs and services in which they have a mutual interest. Notwithstanding the specific circumstances of their Collaboration Agreement, the Municipalities recognize that it is not restrictive or exclusive of future discussions with other municipalities.

- b. "Mutual Benefit" means equality and respect within the relationship between the Partners and Agreements that achieve win-win outcomes. Achieving mutual benefit means engaging in regular and ongoing communications; establishing agreements that maintain or enhance regional services, programs, assets and land-use planning; and through both, improving the social, economic and environmental well-being of the region.
- c. "Equitable" means treating each Partner in accordance with each Partner's needs, abilities and capacities.
- d. "Party" means a municipality that creates a framework with one or more other municipalities.
- e. "Representative" means a person selected by a party who:
 - i. Holds a senior position with the party; and
 - ii. Has authority to negotiate for or settle a dispute on behalf of the party.
- f. "Services" means those services that both parties are desirous of joint cost-sharing which includes:
 - 1. Transportation,
 - 2. Water and Wastewater,
 - 3. Solid Waste,
 - 4. Emergency Services,
 - 5. Recreation, and
 - 6. Any other services, where those services benefit residents in more than one of the municipalities to the framework.
- g. "Capital Costs" means new facilities, expansions to existing facilities and amplification of use of existing facilities; and, any assets that are materials such as concrete, wood, brick

and mortar, physical properties and equipment. The threshold is \$5,000.00 (five thousand). Anything under \$5,000.00 is considered Operational.

- h. "Operational" means any expenses to operate (i.e.) utilities, day to day operational costs, service delivery and equipment for service delivery, staffing, program needs, or repairs defined within a said Agreement.
- i. "Year" means the calendar year beginning on January 1st and ending on December 31st.
- j. "Term" means the duration of this Agreement as described in Section E.

C. PREAMBLE and SCHEDULES

- a. The Signatories confirm on behalf of their Councils and ratify the contents, matters and commitments contained and referred to in the body, Preamble and Schedules to this Agreement.
- b. The Preamble, Appendices of Agreements, and List of Schedules are part of this Agreement.

D. PURPOSE

- a. The purpose of this Agreement is to create the opportunity to better serve and provide quality of life to the residents of the Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek through joint planning of specified land use, sharing of the operation costs of regional assets, programs and services that have mutual benefits in the greater Pincher Creek region.

E. TERM, RENEGOTIATION and TERMINATION and REVIEW

- a. In accordance with the Municipal Government Act, this enduring Agreement shall come into force on final passing of the Resolution by both the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9.

- b. **Term:** The initial Term of this ICF Agreement is to be 5 Years from the date of signing so as to provide predictability, stability and certainty by spanning municipal election cycles.

The ICF Agreement will be automatically renewed for reoccurring 5 Year Terms unless there is a replacement ICF Agreement in place or it is terminated under Section e.

This ICF Agreement may only be amended by mutual consent of both parties, unless specified otherwise in this ICF Agreement. It is agreed by The Town of Pincher Creek and The Municipal District of Pincher Creek No. 9 that the ICF (ICF) Committee shall become a permanent Committee that will meet at minimum, quarterly, a minimum of four (4) times per year and as per the ICF Committee Terms of Reference.

If a party wishes to amend the ICF, the party must give ninety (90) days of written notice to the other party.

- c. **Renegotiation:** Signatories, through a resolution of Council, may request renegotiation of any or part of this ICF Agreement by providing a written request to the other Signatory within a ninety (90) day period that is more than one (1) year prior to renegotiation of the ICF Agreement and in accordance with Schedule A-Terms of Reference.
- d. To ensure that the aim of providing predictability, stability and certainty is achieved, it is the intent of the Signatories that this ICF Agreement not be easy to renegotiate and that the provisions of Section E be the normal process for renegotiation.
Notwithstanding this intent, in exceptional cases when there is a significant change of circumstances, such as a natural disaster, the Signatories (with Resolutions of Councils) may mutually agree to renegotiate the ICF Agreement in whole or in part outside of the normal process and timelines outlined.
- e. **Termination:** A Notice to Terminate will automatically trigger the Dispute

Resolution steps outlined in Section F. Should the Dispute Resolution be unsuccessful, that portion of the Agreement will then terminate as of the next anniversary date of its signing following the completion of the final step of the Dispute Resolution process. Schedule "F".

- f. In the event that Provincial legislation changes the term of office for Municipal Elected Officials, the Signatories agree that they will amend those Sections and Schedules of this ICF Agreement that relate to renegotiation and termination to ensure that renegotiation or termination notice and subsequent discussions take place in the middle year(s) of a Council's term.

- g. **Review:** If any Intermunicipal Service Agreements contained within the ICF Agreement expire prior to the fourth year, a review period of a replacement ICF Agreement must be negotiated or extended unless both Parties mutually agree that the expired Intermunicipal Service Agreement is no longer required. Renegotiations for extensions will be done in accordance with the requirements set out in the ICF Agreement.

Any new, renegotiated or extended Intermunicipal Service Agreements will be reviewed in conjunction with all the Intermunicipal Service Agreements contained in the ICF Agreement every four Years, at which time the ICF Agreement will be updated by both Parties to reflect any changes.

- h. The ICF Committee established and appointed by Councils is the forum for reviewing the ICF Agreement.

F. DISPUTE RESOLUTION

- a. The ICF Committee will meet and attempt to resolve any disputes that may arise in the course of implementing their Intermunicipal Agreements.

- b. In the event of a dispute between the Signatories about the interpretation or application of any of the terms, covenants or conditions contained within this Agreement, or when a Notice to Terminate has been given, the Signatory representative shall adhere to the following steps to resolve the matters:
 - i. Step One (1) - Negotiation (between the Parties); and/or
 - ii. Step Two (2) - Mediation and/or Facilitation in accordance with Schedule "F" Dispute Resolution.

- c. In the event the Committee is unable to resolve an issue, the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 will seek the assistance of a Mediator acceptable to both parties. The costs of mediation shall be shared equally between the Parties.

- d. In the event that a dispute cannot be resolved through Steps 1 and 2, the dispute may be referred to a single Arbitrator mutually acceptable to both parties. Failing mutual agreement, the Minister may appoint an Arbitrator. The process and costs of arbitration shall be shared as outlined in the Municipal Government Act, Division 2, and Section 708.34 through Section 708.43.

G. FORCE and EFFECT

- a. This Agreement has force and effect from the date of its signing by both Signatories.

H. ICF COMMITTEE

- a. To foster open, meaningful and ongoing communication, the Signatories agree to establish a joint ICF Committee with the broad mandate of fostering effective communication between the Parties and providing a forum, both for dealing with issues before they become problems and taking advantage of opportunities that may arise from time to time.

- b. The Committee is to be established as of the effective date of this Agreement and subsequently perpetuated at respective Organizational Meetings of each Signatory on an annual basis as long as the Agreement is in effect.
- c. Membership of the Committee is to consist of at minimum two designate Council Members from each of the partnering Signatories approved by motion, as assigned by the Reeves/Deputy Reeve or by Councils of each Party.

I. MEETINGS

- a. Full Councils of the Signatories shall meet at least annually with the primary intent of maintaining and building their relationship, specific to ICF Bylaws.
- b. The (ICF) Committee agrees to meet quarterly or as required with an "issues" and "opportunities" focused agenda.
- c. Recognizing the importance of this Agreement to their relationship and of ensuring that each Council as a whole and each member of Council individually have a common understanding of its provisions, the Signatories agree to hold a joint orientation to ICF Committee for their Councils and senior administrative staff within six (6) months following a General Municipal Election.

J. JOINT LAND-USE PLANNING

- a. Recognizing that it is in the long-term best interests of their respective Parties, the Signatories agree to undertake joint land-use planning based on the principle of Mutual Benefit.
- b. The Signatories also agree to Fair and Equitable cost and benefit-sharing for any joint development or service provision that might be undertaken as a result of joint land-use planning.
- c. The Signatories recognize that at any given time, the terms of the most current Intermunicipal Development Plan (IDP) in effect at the time, continue to apply unless

they have been waived in whole or in part by mutual Agreement of the Signatories.

K. ACCESS to REGIONAL ASSETS, PROGRAMS and SERVICES

- a. Signatories will provide access to Regional assets, programs and Services to each others' residents in a manner that builds community. Please see Schedule E-Regional Recreation Facilities.

L. COST-SHARING CONTRIBUTION

- a. At the time of signing this ICF Agreement the MD of Pincher Creek No. 9 and the Town of Pincher Creek cost-sharing contributions are outlined in the specified Intermunicipal Service Agreements Section P, Schedule B – Operating Cost-Share Funding, Schedule C – Base Operating Cost Share Funding and the Appendices.
- b. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 agree that the process for sharing services will be based upon criteria for establishing funding as follows:
 - i. The identified service or facility to be shared will be the result of a successful outcome from the ICF Schedule D - Funding Review Process Decision Maker.
 - ii. The identified service which meets the criteria of point (i) above will then be identified by:
 - 1. Usage by each Municipality
 - 2. Costs to each Municipality
 - 3. Analysis and research to determine a proportional formula acceptable to both Parties.
- c. Any cost-sharing contributions applied shall be paid on or before the 1st of July each year.

M. REOCCURRING COST-SHARING CONTRIBUTIONS

- a. Beginning in 2021 and beyond, the Town of Pincher Creek and MD of Pincher Creek No. 9 shall apply the cost-sharing formulas based on the previous year Actuals. See Schedule C – Base Operating Cost-Share Funding for calculating the reoccurring costs-share contributions.

N. INDEMNITY

- a. The Municipal District of Pincher Creek No. 9 shall indemnify and hold harmless the Town of Pincher Creek, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Municipal District of Pincher Creek No. 9, its employees or agents in the performance of this Agreement.

- b. The Town of Pincher Creek shall indemnify and hold harmless the Municipal District of Pincher Creek No. 9, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Town of Pincher Creek , its employees or agents in the performance of this Agreement.

O. GENERAL PROVISIONS

- a. The Signatories shall agree to do such initiatives and execute such further documents, agreements and assurances as may be necessary or advisable from time to time to carry out the terms, and conditions of this ICF Agreement in accordance with their true intent.

- b. No Signatory will assign its interest in this ICF Agreement or any part thereof, in any manner whatsoever without having first received written consent from the other Signatory. Such consent is not to be unreasonably withheld, provided that in no event, will any assignment which may have been consented to, release or relieve the assignor from its obligations to fully perform all of the terms, covenants and conditions of this ICF Agreement or its parts.

- c. Any notice required to be given hereunder by any Signatory will be deemed to have been sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Party for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth day after it was postmarked.

- d. The ICF Agreement constitutes the entire ICF Agreement between the Signatories relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Signatories in relation to the subject matter hereof. There are no warranties, representations or other agreements among the Signatories in connection with the subject matter within, except as specifically set forth herein.

- e. If any term or condition of this ICF Agreement or the application thereof to any Signatory or circumstance will be invalid or unenforceable to any extent, the remainder of this ICF Agreement or application of such term or condition to a Signatory or circumstance other than those to which it is held invalid or unenforceable, will not be affected, thereby and each remaining term or condition of this ICF Agreement will be valid and enforceable to the fullest extent permitted by law.

- f. This ICF Agreement may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Signatories.

- g. This ICF Agreement may be executed in several counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will constitute the one and same instrument and notwithstanding their date of execution, will be deemed to bear the date as of the effective date of this ICF Agreement.

- h. This ICF Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the MGA.
- i. Time will be of the essence for enacting and carrying through with Agreements and Schedules within this ICF Agreement.
- j. This ICF Agreement is for the benefit of and is binding according to the specific Agreements and Schedules of the Signatories and their respective successors and those assigned.

P. INTERMUNICIPAL SERVICE AGREEMENTS

- a. The Town of Pincher Creek (Town) and the Municipal District of Pincher Creek No. 9 (MD) have a history of working together to provide municipal services to their ratepayers through joint intermunicipal service agreements.
- b. The Agreements in the Appendices in alphabetical listing of categories form part of this overall Intermunicipal Collaboration Framework Agreement
- c. The Councils in the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 adopted the updated Municipal Government Act Division 1, Section 708.28 (1) including Bill 25 Red Tape Reduction Act January 1, 2020. Councils appointed an Intermunicipal Collaboration Framework (ICF) Committee to collaborate on finding efficiencies in services and delivery that mutually benefit residents in the region. The ICF Committee was tasked by Councils to review their services to residents, as per the six pillars outlined in the ICF Framework.
- d. With Councils support along the way, the ICF Committee engaged to research, analyze data, statistics of usage, costs and historical data from the Town and MD. The ICF Committee's reviewed the services and developed the following agreements approved by Councils of the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 in the Six (6) Pillars as outlined by the Province:

1. TRANSPORTATION

- A. Both the Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek provide services to their residents using Third Party Service Providers for the following services. Both confirm when appropriate to their needs and in the interest of minimizing costs and maximizing efficiencies, the CAOs will jointly coordinate accessing third party services where there are efficiencies and cost savings for these services:
- a. Road Grading & Graveling
 - b. Road Dust Suppression
 - c. Road Construction
 - d. Culvert Installation
 - e. Bridge maintenance and inspection
 - f. Snow Plowing
 - g. Shop – Vehicle Maintenance
 - h. Surveying
 - i. Sign Installation & Maintenance
 - j. Paved Road repairs
 - k. Transit system (bus/handi-bus)
- B. The Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek each agreed to provide the following services independently to their residents:
- a. Drainage
 - b. Gravel Crushing
 - c. Public Works Services with the exception of occasional services as directed through their CAOs based upon either a sale of services or a trading of services. The CAOs or designate can decide with public works where there may be ways to maximize efficiencies working together but not limited to gravel hauling, ditch mowing, spraying, drainage or grading services on an as needed basis.
- C. Airport Services**
- a. Pincher Creek Airport: the Municipal District of Pincher Creek No.9 owns the airport and it is currently used by residents within the Region.
 - b. The Municipal District of Pincher Creek No. 9 oversees the operation of the airport

D. Handi-Bus Transportation

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 engage a Handi-Bus Transportation third-party service provider for their residents.
- b. Operational funding is provided through the joint funding agreement and an additional one-time capital contribution by the Town.

2. WATER AND WASTEWATER

A. Water Services

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 independently provide the following services to their residents:
 - i. Water Treatment
 - ii. Water Distribution
 - iii. Service installation
 - iv. Meter Reading
 - v. Utility Billing
- b. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 have the following Water Agreements:
 - i. Water Standpipe Agreement [Water Policy Town of Pincher Creek files\1997.07.09 Water Standpipe Agreement between the Town of Pincher Creek & MD of Pincher Creek No.9.pdf](#)
 - ii. Water Stewardship Policy [Water Policy Town of Pincher Creek files\Water Stewardship Policy Town Pincher Creek.pdf](#)

B. Wastewater Services

- a. Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 (MD) independently provide Waste Water services to residents with:
 - i. Certified Operators
 - ii. WW Collection System

- iii. Lagoons
- iv. Irrigation of Effluent
- v. Installation of Utilities (Third Party Service Provider)

3. SOLID WASTE AND RECYCLE

A. Transfer Stations and Landfill

- a. The Town and MD use a Third Party Service Provider for Landfill Solid Waste Services.
- b. Re-use Fair: The Town and MD share an annual Re-use Fair for urban and rural residents to drop and collect items.
- c. The Town of Pincher Creek provides curbside both in-house collection services along with third-party service providers.
- d. Recycling: The Town and MD have a recycling agreement with a Third Party Service Provider as per the following:
 - i. Recycle Depot Funding Agreement [2017.01.01 Recycle Depot Funding Agreement.pdf](#)
 - ii. Recycle Depot Operations Agreement [2017.01.01 Recycle Depot Operations Agreement.pdf](#)

B. Landfill (Bylaws/Agreements presently being updated-these will be removed when replacement available)

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 have Landfill services as per the following Agreements:
 - i. Pincher Creek Crowsnest Regional Waste Management Authority Agreement. [PC Landfill Association 2.46\1976.03.22 Pincher Creek Crowsnest Regional Waste Management Authority Agreement.pdf](#)

- ii. Pincher Creek Crowsnest Regional Waste Management Authority Schedule A. [PC Landfill Association 2.46\1976.03.22 Schedule A Pincher Creek Crowsnest Regional Waste Management Authority.pdf](#)
- iii. PC Landfill Association Department of Environment Service Agreement Reclamation. [PC Landfill Association 2.46\1977.09.26 Department of Environment Service Agreement Reclamation.pdf](#)
- iv. PC Landfill Association Crowsnest_Pincher Creek Landfill Association By-Laws. [PC Landfill Association 2.46\1997.09.22 Copy of Crowsnest Pincher Creek Landfill Association By-Laws.pdf](#)
- v. PC Landfill Association Municipalities Agreements Crowsnest Pass - Pincher Creek Regional Waste Management Authority [PC Landfill Association 2.46\1998.01.02 Municipalities Agreements Crowsnest Pass - Pincher Creek Regional Waste Management Authority.pdf](#)
- vi. PC Landfill Association Municipalities Agreements Crowsnest Pass - Pincher Creek Regional Waste Management Authority. [.pdf PC Landfill Association 2.46\1999.06.30 Municipalities Agreement Crowsnest Pincher Creek Landfill.pdf](#)
- vii. PC Landfill Association 2.46\2002.03.20 Construction Agreement Crowsnest_PC Landfill Assoc and Operations & Management Service Agreement Feb 28_2002. [PC Landfill Association 2.46\2002.03.20 Construction Agreement Crowsnest PC Landfill Assoc and Operations & Management Service Agreement Feb 28_2002.pdf](#)

4. EMERGENCY AND PROTECTIVE SERVICES

A. Policing Services

- a. Policing services are provided by the Province.
- b. The Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek receive front line policing services via the Pincher Creek Detachment and the Crows Nest Pass Detachment.

- c. The Town of Pincher Creek has Community Peace Officers to enforce some Provincial Statutes and Community Bylaws.
- d. The RCMP “K” Division leases the RCMP building from the Town of Pincher Creek.
- e. With the adoption of the ICF Agreement the Municipal District of Pincher Creek No. 9 share the Town’s annual debenture costs on an agreed proportional basis per Schedule B- Operating Cost-Share Funding and Schedule C- Base Operating Cost-Share Funding.

B. Emergency Services Commission

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 provide emergency services to residents through the Pincher Creek Emergency Services Commission for fire and ground ambulance services, as per Order of Council: Fire Services Bylaw [Bylaw 1201-10 Fire Services.pdf](#) and [2017-06-Pincher-Creek-Emergency-Commission-Inspection-Final-Report.pdf](#)
- b. The Town of Pincher Creek , the Municipal District of Pincher Creek No. 9 and the Village Cowley provide Pincher Creek Regional Emergency Management Organization (REMO) services to residents as members of a joint committee in the Region:
 - i. REMO Partnership Agreement [REMO 2.19\2016.09.12 Pincher Creek Regional Emergency Management Organization Partnership Agreement.pdf](#)
 - ii. Declaration REMO Bylaw 1307-19 [REMO and Powers for SOLE\(9\).pdf](#)
 - iii. REMO Terms of Reference [REMO 2.19\2017.08.01 Terms of Reference Regional Emergency Management Agency.pdf](#)
 - iv. REMO Parties to the Agreement [REMO 2.19\2018.07.19 Appendix D Parties to this Agreement.pdf](#)

- v. REMO Correspondence to the Appointment of Brett Wuth [REMO 2.19\2019.02.20 Correspondence Regional Emergency Management Organization Appointment of Brett Wuth.pdf](#)
- vi. PC Emergency Services Commission Membership Agreement [Pincher Creek Emergency Services Commission Membership Agreement.pdf](#)
- vii. Contingency Agreement Cowley and Pincher Creek Emergency Services [Emergency Services\Contingency Agreement Cowley and Pincher Creek Emergency Services.pdf](#)

C. Mutual Aid

- i. Mutual Aide Agreements are in place and listed in the Appendices.
- ii. Contingency Agreement Cowley and Pincher Creek Mutual Aid and Emergency Services [Emergency Services\Contingency Agreement Cowley and Pincher Creek Emergency Services.pdf](#)

5. RECREATION FACILITIES AND SERVICES

- A. The ICF Committee explored recreation service and the value recreation facilities bring to the Region. Consensus was that recreation contributes to resident's health, vitality of the community, gives young people activities which contribute to skill development, and builds pride and safety in the community. Recreation facilities are necessary to attract young families to the region and retain growing families and the recreation facilities are a support to the schools, the social community and provide entertainment for local families and visitors to the region.
- B. The recreation facilities in both municipalities are provided to the benefit the general public within the Region and it is acknowledged that the operational costs are greater for some facilities than others. The many recreational facilities provided by the Town

and MD are listed in Schedule E - Regional Recreation Facilities. The facilities identified as key facilities were based upon statistics as the most used, those foundational to building community, socialization and important for sustaining and bringing young healthy families to the region.

- C. The former recreation agreement disbanded in 2010 provided value for creating an agreement for Regional Recreation needs, with some enhancement. [2006 12 01 - Letter from MD recreation 2006.pdf](#) . Reflecting upon the former Recreation Agreement and the many recreation services important to the residents in the greater Pincher Creek region, the ICF Committee explored all facilities and agreed upon the key facilities that are considered regional, which provide the greater value and are more costly to operate. The operating costs will be shared on the following facilities:
- a. Rec Centre (CRC)
 - b. Arena
 - c. Multi-purpose Facility
 - d. Recreation Programming
- D. The MD and the Town are vested in maintaining levels of operation important to the Residents in the Region. The following are the Recreation Facilities Sports Field the Town and MD agree are shared:
- a. Lions Baseball Park
 - b. St. Michael's Ball Diamond / Soccer Pitch
 - c. Ag Ground Sports Field
 - d. Juan Terran Volleyball and Ball Diamonds
 - e. Pool Soccer Football Field
 - f. Sproule Ball Diamond, Soccer and Football Field
 - g. Community Track and Field
 - h. Canyon Ball Diamond and Soccer Pitch
 - i. Matthew Halton Soccer and Football Fields
 - j. Matthew Halton Ball Diamond

The Parties cost sharing of these facilities is outlined in Schedule B - Operating Cost-Share Funding and Schedule C – Base Operating Cost-Share Funding and for details see the

attached Recreation Agreement. See Recreation Agreement 2020 [Recreation Agreement Draft 2020 draft3 19March.docx](#)

- E. The Town of Pincher Creek shall administer all monies and provide the Municipal District of Pincher Creek No. 9 with a year-end Financial Statement of the operational costs for the agreed upon Recreation Facilities. The cost will be reviewed and paid annually based upon the previous year's actual operating costs. See Schedule B-Operating Cost-Share Funding and Schedule C– Base Operating Cost–Share Funding.

- F. Both the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 have recreation facilities that they each independently service and fund. See Schedule E - Regional Recreation Facilities, for the complete listing of all facilities.

- G. Residents of the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 also have access to the following services provided by third party service providers:
 - a. Shooting Ranges/Gun Club
 - b. Gym & Workout Centers
 - c. Senior's Centre
 - d. Curling Rink
 - e. Riding Rodeo Arena

- H. The Residents of the Town and MD have identified and agree to share operational costs with a Community Investment Fund, as outlined in Schedule B-Operating Cost Share Funding and Schedule C – Base Operating Cost-Share Funding for the following facilities:
 - a. Lebel Mansion Museum
 - b. RCMP Building in Pincher Creek

6. Other Services

A. Agriculture Services & Parks

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 independently provide agriculture services and parks maintenance. In the future, the CAOs will collaborate and determine with Public Works when there may be opportunities to maximize efficiencies and cost savings by sharing service delivery of:
 - i. Mowing
 - ii. Raw Water Irrigation
 - iii. Pest Control
 - iv. Disease Control
 - v. Weed Control
 - vi. Animal Control
 - vii. Park Maintenance
 - viii. Weed Identification (MD provides their own services and the Town uses a Third Party Service Provider)
 - ix. Weed Act Enforcement ((MD provides their own services and the Town uses a Third Party Service Provider)
 - x. Weed Spraying ((MD provides their own services and the Town uses a Third Party Service Provider)

B. Third Party Services

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 have access to the following services provided by third party providers. The CAOs or designate will collaborate and determine with Public Works and Agriculture Services when there may be opportunities for cost savings by jointly contracting service delivery by Third Party Service Providers for:
 - i. Sprinkler Installation (Third Party Service Provider)
 - ii. Equipment Maintenance(Third Party Service Provider)
 - iii. Equipment rentals (Third Party Service Provider)

- iv. Building Maintenance (Third Party Service Provider)
- v. Campground Operation (Third Party Service Provider)
- vi. Museum/Visitor Centre

C. FCSS

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 have an Agreement for Provision of Family and Community Support Services (FCSS) for the Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek residents through a regional jointly funded Third Party Provider:
 - i. FCSS Agreement Town of PC, MD of Pincher Creek and Village of Cowley.
[FCSS 3.08\2008.12.01 FCSS Agreement Town of Pincher Creek MD of Pincher Creek Village of Cowley.pdf](#)

D. Municipal Administration Services

- a. The CAOs will determine where there is potential for efficiencies and cost savings by jointly exploring potential for working together on an as needed basis for services of:
 - i. Financial Management
 - ii. Purchasing/Procurement Services
 - iii. HR Services
 - iv. Information Technology (IT)
 - v. Economic Development
 - vi. Assessment Services (Third Party Provider)
 - vii. Planning and Development
 - viii. Tourism
 - ix. Payroll
 - x. Safety Officers
 - xi. Community Peace Officers
 - xii. Water Meter Reading and Billing

E. Joint Funding

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 Councils provide funding for organizations that benefit the Residents and the Region at large through a Joint Funding Agreement.

- b. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 ICF Committee reviewed the current Joint Funding Agreement and Criteria (see link and appendices) and determined a Terms of Reference (TOR) is required. This process will be reviewed at a Joint Council meeting in preparation for future funding applications.
 - i. Joint Funding Agreement Town and MD of Pincher Creek [2015.08.27 Joint Council Funding Grant Town of Pincher Creek & MD #9.pdf](#)

 - ii. Joint Council Funding Criteria [Joint Council Funding Criteria September 2019.pdf](#)

F. Adult Learning

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 have access to the Adult Learning Services for their residents through a third party provider.

G. Cemetery Services

- a. The MD of Pincher Creek No. 9 and the Town of Pincher Creek have a Cemetery Services Agreement
 - i. Cemetery Maintenance Agreement and Regulations Town PC & MD Pincher Creek [Cemetery 2.15 and 2.18\1987.03.23 Cemetery Maintenance Agreement and Regulations Town PC & MD Pincher Creek.pdf](#)

- ii. Addendum to March 23, 1987 Agreement [Cemetery 2.15 and 2.18\2007.09.24 Addendum to Cemetery Agreement dated March 23, 1987.pdf](#)
- iii. Agreement to Maintain the Pioneer-Fairview Cemeteries [Cemetery 2.15 and 2.18\1989.04.27 Agreement to Maintain the Pioneer Fairview Cemeteries-Cemetery History.pdf](#) (expired in 1990 – is this still in effect as a one-off agreement??)
- iv. Correspondence Validity of Existing Cemetery Agreement [Cemetery 2.15 and 2.18\2006.12.14 Correspondence Validity of Existing Cemetery Agreement.pdf](#) May not be needed – check with Troy and Laurie
- v. Cemetery sale of service draft agreement Sept. 2019 [Cemetery 2.15 and 2.18\Cemetery sale of service draft agreement Sept. 2019.docx](#) **This document needs to be signed**

H. Library Services

- a. The Municipal District of Pincher Creek No. 9, the Town of Pincher Creek and the Village of Cowley have a Joint Agreement for provision with the Pincher Creek and District Library to provide services (See Links and Appendices):
 - i. PC Library Agreement 2019. [PC Library 2.47A and 2.9\2019.01.03 Intermunicipal Library Agreement.pdf](#)
 - ii. PC Library Lease Agreement Jan 1, 2018 to Dec 31, 2022. [PC Library 2.47A and 2.9\2017.12.15 Lease Agreement Jan 1, 2018 to Dec 31, 2022.pdf](#)
 - iii. PC Library Correspondence to MD of Pincher Creek Intermunicipal Library Agreement. [PC Library 2.47A and 2.9\2018.11.28 Correspondence to MD of Pincher Creek Intermunicipal Library Agreement.pdf](#)

- iv. Library Board Agreement and Bylaw [PC Library 2.47A and 2.9\2015.11.09 Agreement to Establish an Intermunicipal Library Board.pdf](#)

I. Groups

- a. Facilities Food Bank

The Town and the MD share funding in the Town of Pincher Creek facility.

J. Humane Society

- a. The Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek jointly fund a Tri-party Agreement for Humane Society services:
 - i. PCHS Service Agreement 2018. [Humane Society 3.17\PCHS Service Agreement 2018.pdf](#) (reviewed annually)

K. Community Halls

- a. The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 currently have Community Halls supported through funding. Funding of these facilities is provided by:
 - i. User Fees
 - ii. Municipal contributions
 - iii. Municipal contributions based on organizational request
 - iv. Fundraising by organizations
 - v. Provincial and Municipal grants

Q. PROTOCOLS FOR FUTURE COLLABORATION OPPORUNITIES

- A. The ICF Committee developed protocols for invitations to collaborate on future projects or potential shared Intermunicipal Services Agreements as follows:
 - a. In the event that either Party wishes to initiate the development of a new project, mutual aid or service that may have potential for review or require a new cost-sharing agreement, the initiating Party will provide notice to the other Party in

writing about potential development of a new project or agreement that may benefit both Parties.

- b.** The initiating Party's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- c.** The initial notification in writing and will include a general description of the project, projected costs and projected timing.
- d.** The ICF Committee shall be the forum used to address and develop future agreements and projects for both operational and capital funding.
- e.** The receiving Party will advise the initiating Party if they support or object in principle to the possibility of engaging in the analysis and research of such a project and provide the rationale and reasoning in writing.
- f.** Once both Parties have written notice about a new project, an ICF Committee shall meet within 60 calendar days of the date the written notice was received, unless both Chief Elected Officials agree otherwise.
- g.** The following criteria will be used when assessing the desirability of funding of new projects:
 - i.** Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the municipalities
 - ii.** The level of community support
 - iii.** The nature of the project
 - iv.** The demonstrated effort by volunteers to raise funds and obtain grants (if applicable)
 - v.** Municipal debt limit
 - vi.** The projected operation costs for new capital projects
 - vii.** Projected use and benefit for both Parties.

- h. In the event the ICF Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section F and Schedule F of this ICF Agreement.

R. POTENTIAL FUTURE COLLABORATIONS

A. During the ICF discussions, the Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek identified the following as possible services for future intermunicipal collaboration. Upon direction from their Councils the CAOs and/or ICF Designates may continue to explore opportunities to collaborate on efficiencies and cost savings of benefit to both Parties. The following is a list for consideration:

- a. Administrative Services Efficiencies: i.e Payroll, HR, Asset Mgmt
- b. Airport
- c. Community Peace Officer (Sale of Service Agreement)
- d. Curling Rink
- e. Economic Development Officer
- f. Engineering Services
- g. GIS and IT Services
- h. Legal and Engineering Services
- i. Mutual Aid Agreements
- j. Public Works Efficiencies
- k. Regional Water and Waste Water
- l. Safety Officer (Sale of Service Agreement)
- m. Water Park
- n. Royal Canadian Legion (Third Party Service Provider) (Tax Exempt Property)
- o. Community Housing Authority (Third Party Service Provider) (Tax Exempt Property)

S. SIGNATORIES

A. The Signatories to this Agreement are the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9.

B. Signatories hereby execute this Agreement under their respective corporate seals and by elected officials and duly Authorized Officers.

Signed this _____ day of _____, 2020 in _____ Alberta.

(Location)

Brian Hammond, Reeve
MD of Pincher Creek No. 9

Don Anderberg, Mayor
Town of Pincher Creek

Troy MacCulloch, CAO
MD of Pincher Creek No. 9

Laurie Wilgosh, CAO
Town of Pincher Creek

Council of the M.D of Pincher Creek No. 9

- X _____ Rick Lemire, Deputy Reeve
- X _____ Bev Everts, Councillor
- X _____ Terry Yagos, Councillor
- X _____ Quentin Stevik, Councillor

Council of the Town of Pincher Creek

- X _____ Brian McGillivray, Councillor
- X _____ Lorne Jackson, Councillor
- X _____ Scott Korbett, Councillor
- X _____ Wayne Elliott, Councillor
- X _____ Susanne O'Rourke, Councillor
- X _____ Wayne Elliott, Councillor
- X _____ Mark Barber, Councillor

LIST OF SCHEDULES

The following Schedules form part of the ICF Agreement:

Schedule A - ICF Terms of Reference

Schedule B - Operating Cost-Sharing Funding

Schedule C- Base Operating Cost-Sharing Funding

Schedule D. – Funding Review Process Decision Maker

Schedule E - Regional Recreation Facilities

Schedule F - Dispute Resolution

Schedule G - Area Maps

Schedule A – ICF Terms of Reference

INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF) COMMITTEE

TERMS OF REFERENCE (TOR)

for

TOWN OF PINCHER CREEK & MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

Mission: Responsive community building.

Vision: To build and support our community together.

JOINT TERMS

1. Under the terms of their Intermunicipal Collaboration Framework (ICF), the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 (MD) have agreed to establish a joint Intermunicipal Committee Terms of Reference (TOR).

TASK

2. The task of the Committee is to foster open, meaningful and ongoing communication with the intent of fostering effective and ongoing collaboration between the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9; ensuring routine monitoring of the health of their intermunicipal relationship and agreements; and to provide a forum for dealing with issues and capitalizing on opportunities that are sustainable and in the long-term best interests of the citizens of the Town and MD. In so doing, the Committee will develop recommendations to the Councils of both municipalities on matters of intermunicipal strategic direction, shared funding and cooperation.

PURPOSE

3. The purpose of these Terms of Reference and Protocols is to clarify the expectations of the ICF Committee and set out the rules that will guide collaborative discussions between the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9.

PARTIES

4. The parties to the ICF and thus to these Terms of reference and Protocols are the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9.

5. Both parties have agreed to collaborate in a good faith attempt to reach mutually agreeable results that take into account the fair and equitable interests of both municipalities.

ICF COMMITTEE COMPOSITION

6. The Councils of The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 will each appoint three elected (2 Designates & 1 Alternate) officials and one Administrative Official to the Intermunicipal Committee. ICF Committee Members shall be appointed for a minimum term of 2 years.

QUORUM

7. Quorum shall be any two elected officials from each municipality and one administrative official (CAO) or appointed administration from each party.

8. Quorum shall be established at the start of a meeting. Under normal circumstances, should there be no quorum, ½ hour (30 minutes) after the scheduled starting time of a meeting, the meeting will be adjourned. In exceptional cases, quorum may be waived by mutual agreement.

MEETING CHAIR AND ADMINISTRATIVE SUPPORT

9. The Committee Chair shall be elected by the members of the Committee from amongst the Elected Officials assigned by Council to the ICF Committee. For the reasons of continuity, the Chair shall normally serve two years, unless otherwise agreed. The Committee Chair position will rotate between the Town and MD.

10. When serving as the Committee Chair, the parties (Town or MD) Administration shall notify the Chair when opportunities or issues arise. The Chair with the support of both Administrations is responsible for calling the meetings, establishing the Agenda, organizing and engaging the ICF

Committee Members and leading positive and productive discussions with the Committee ensuring both the Town and MD issues are fully explored, synthesized and distilled. The Chair will ensure that the ICF Committee update to Councils will be consistent and clear and that any recommendations are fully explored understood and in consensus, with common agreed language in the messages back to Councils.

ALTERNATES

11. There will be no alternates or observers except for purposes of quorum, the administrative officials may designate an alternate should one or both be unable to attend a meeting.

OBSERVERS

12. Observers are permitted at the discretion of the Chair. Observers will not be permitted to participate in the deliberations of the Committee.

CONFLICT OF INTEREST

13. It shall be the responsibility of any member of the Committee or Administrative Support Teams to alert the ICF Committee of any pecuniary or other potential conflicts of interest (MGA Section 169-173). This is not about voting alone, it also recusing oneself prior to discussions. The Committee shall then be responsible for determining how best to address the conflict or perception of conflict.

ADMINISTRATIVE TECHNICAL OR EXPERT SUPPORT

14. Support from staff members from each party is permitted. There is no restriction on the composition of such support. Staff members shall not participate in discussions unless invited to do so by the meeting Chair.

ROLE AND ATTENDANCE OF EXTERNAL TECHNICAL OR EXPERT ADVISORS

15. If the presence of an external advisor or technical expert would enhance the discussion of an issue or issues, the Committee may invite external technical or expert advisors to attend a meeting. The Committee Chair shall be responsible for issuing such an invitation, identifying the topic for the Experts involvement and setting scheduled time for their participation.

REPRESENTATION AT NEGOTIATION SESSIONS

16. Both parties agree that attending Committee meetings shall be a priority for all members of the Committee and MGA Division 7 Section 174.
17. All members of the Committee shall have an equal voice at the table.
18. Advisors and support team members will be allowed to speak only when recognized by the meeting Chair.

MEETING FREQUENCY, SCHEDULE AND LOCATION

19. The Committee shall meet at least annually.
20. The annual schedule of meetings is to be jointly established by September 1 of the previous year, so that it can be taken into consideration by the parties in preparation for their respective organizational meetings.
21. The location of meetings shall alternate between the Town and MD.

SESSION AGENDAS

22. The Committee Chair and Administration shall be responsible for developing the agenda for each meeting in consultation with Committee members.
23. Summary Notes for the previous meeting will be provided within 10 calendar days following that meeting. The administrative support for the Committee will distribute the agenda seven days in advance of the meeting that it covers.
24. The administrative support will also coordinate the distribution of any supporting materials to Committee members.

RECORD KEEPING AND MEETING SUMMARY NOTES

25. The administrative support for the Committee will produce and distribute confidential summary notes for each meeting. These summary notes will constitute the neutral record of Committee deliberations and will be provided to Committee members no later than 10 calendar days following a meeting. The summary notes are to be reviewed as one of the first orders of business at the next scheduled meeting so that they can be confirmed as being a true representation of what took place at the meeting that they summarize. The notes are confidential and may not be used as evidence in any other proceeding unless mutually agreed by the parties.

RESPECTFUL DISCUSSION AND BEHAVIOUR

26. Committee members agree to engage in respectful behaviour and to respect different points of view at all times throughout the Committee's work. As needed, the Chair or any Committee member may call for a "time out".

CAUCUSING

27. Caucusing can be a useful tool. Both parties agree that caucusing will be used as needed and that either party may request a caucus at any point during the course of the Committee's deliberations.

28. When a caucus is requested, the Chair will establish a time limit for the caucus recognizing that if necessary, such a time limit may be extended. At the conclusion of a caucus, the Chair will ask both parties to report on the results of the caucus beginning with the party that had requested the caucus. Each party shall be free to determine what to report.

RESOLUTION OF ISSUES AND CONSENSUS

29. Issues will be resolved by the Committee using a consensus model with consensus being defined as, "both Parties can live with the outcome". Once synthesized and distilled to a consensus by the Committee the recommendations are provided to the Town and MD Councils. All ICF Committee members will represent and support the consensus reached at the ICF Committee meeting when updating their respective Councils. Attempts will be made to ensure when reporting back to Councils, all Designates will have the same interpretation of what was in consensus (if possible in writing).

30. Any agreement reached by the Committee is to be considered an agreement in principle for recommendation and is subject to the approval of both Councils.

DECISION-MAKING AUTHORITY

31. Respective Councils for each party shall be the ultimate decision-making authority.

32. The ICF Committee shall not have any authority to bind respective Councils or to commit to any financial expenditure that has not been delegated to it.

REPORTING TO COUNCILS

33. The Committee is responsible for keeping respective Councils informed and to represent the views of Councils in its deliberations.

34. Unless mutually agreed, reporting to Councils will be done in closed session to respect the confidentiality of the Committee's work. The information provided is not to be disclosed by any Committee member or member of Council or the Administration to the media or any other person unless mutually agreed by the Committee members or unless the information is already in the public domain. Information and messaging from the Committee must be clarified and consistent when reporting to their respective Councils and only shared when and if approved by Council.

CONFIDENTIALITY

35. Except as set out elsewhere in these Protocols or unless the parties have specifically mutually agreed to release information, all discussions, summary notes, other records or information generated for the purposes of the Committee's work shall be confidential and treated as such.

36. Council members and/or members of the respective Administrations may be informed about the Committee's deliberations during closed sessions on the condition that the information shared is kept confidential and within the context consistent with the overall ICF Committee's collective message, not detail specific to certain members of the ICF Committee.

37. Any information that is in the public domain need not be considered confidential. The discussion of such information, however, is to be considered confidential.

WITHOUT PREJUDICE DISCUSSIONS, NO ATTRIBUTION AND FULL DISCLOSURE

38. Full disclosure of all relevant information and frank, open and honest dialogue are essential to understanding the range of interests and issues related to the intermunicipal relationship and to the ultimate success of the Committee's deliberations with respect to the issues at hand. The parties therefore agree that all ideas, opinions, points of view, observations and suggestions are to be considered as having been put forward in a good faith attempt to reach agreement. This being the case, everything that is said as part of the Committee's discussions are to be considered as being privileged, not for individual attribution and "without prejudice". As a result, nothing that is said as part of the Committee's work can be used as evidence or information in any other process or proceeding. The outcome of issues resolved can be shared as agreed by the Committee with Council and only publically when and if approved, and when directed by Councils.

INFORMATION-SHARING

39. Both parties agree that they will act in good faith and make all reasonable effort to inform and provide requested and relevant information to the Intermunicipal Committee.

COMMUNICATION WITH THE MEDIA

40. The parties agree that it is in their mutual best interests to create the conditions of trust and respect that will give the Committee the best chance of being successful. Negotiating through the media runs counter to this and is therefore to be avoided.

41. The parties agree that the ICF Committee shall be responsible for developing key messages and recommendations as to whether to engage the media and if so, how. To that end, each must confirm with their Councils through standing agenda items related to “key messages” and “media release”. Key messages are to be mutually agreed by the ICF Committee and Council prior to any media release or other engagement with the media.

COMMUNICATION WITH THE PUBLIC

42 During the course of the Committee’s work, it may be necessary and/or desirable to communicate with or otherwise engage the public. The parties agree that the Committee will be responsible for determining how best to do this and that any action to do so will be based on mutually agreed messages and methods, with both Councils being informed and appropriately involved.

SOCIAL MEDIA

43. Personal social media accounts shall not be used to provide information related to the Committee’s work ensuring that no social media presence happens unless coordinated, consistent and appropriately responsive to the needs of the public.

PROVINCIAL LAW AND REGULATIONS

44. Notwithstanding any of the provisions of these Terms of Reference and Protocols, when they are in conflict with Provincial law or regulation, Provincial law or regulation will prevail.

Enacted by the Town of Pincher Creek this _____ day of _____,
2020.

Enacted by the Municipal District of Pincher Creek No. 9 this _____ day of
_____, 2020.

APPROVAL

This Intermunicipal Collaboration Committee Terms of Reference have been adopted and approved by each Municipal Council for the:

TOWN OF PINCHER CREEK:

MD OF PINCHER CREEK No. 9:

Date:

Date:

x _____
Don Anderberg, Mayor

x _____
Brian Hammond, Reeve

x _____
Laurie Wilgosh, CAO

x _____
Troy MacCulloch, CAO

Council of the M.D of Pincher Creek No. 9

X _____ Rick Lemire, Deputy Reeve

X _____ Bev Everts, Councillor

X _____ Terry Yagos, Councillor

X _____ Quentin Stevik, Councillor

Council of the Town of Pincher Creek

X _____ Brian McGillivray, Councillor

X _____ Lorne Jackson, Councillor

X _____ Scott Korbett, Councillor

X _____ Wayne Elliott, Councillor

X _____ Susanne O'Rourke, Councillor

X _____ Wayne Elliott, Councillor

X _____ Mark Barber, Councillor

Schedule B - Operating Cost-Share Funding

OPERATING COST-SHARE FUNDING FORMULA

Step 1 – As required by the MGA and Intermunicipal Collaboration Framework, the Town of Pincher Creek (Town) and the Municipal District of Pincher Creek No. 9 (MD) compiled a list of assets, programs and services accessible, based on the Principle of Mutual Benefit to all residents in the region.

Step 2 - From that list, the Town and the MD agreed on those that should be cost-shared.

Step 3 - The operating cost of the mutually beneficial asset or of delivering the program or service was determined.

Step 4- Any revenue accruing to the asset, program or service is to be subtracted from the operating cost on an annual basis when calculating cost sharing.

Step 5 – A fair and reasonable share of the net operating costs (see Schedule C) for the following services:

- B. Joint Funded Services are: Humane Society, PC Library, REMO and Search & Rescue.
- C. Recreation Related Services are: CRC, Multipurpose Facility, Arena, Recreation Programming and Sports Fields.
- D. Community Investment Fund: Lebel Mansion and RCMP Building.

Step 6 – The MD and the Town through Order of Council agreed that on an annual basis, the ICF Committee with the Chief Financial Officers and the Chief Administrative Officers will meet and share the net operating costs, complete the calculations for the respective funding contributions to be paid based upon the actuals of the previous year, no later than July 1, each year.

Step 7 – On a go forward basis any amendments or changes proposed will be first addressed with the ICF Committee and as appropriate, will be taken to their respective Council's for ratification.

Schedule C- Base Operating Cost-Share Funding

BASE OPERATING COST-SHARE FUNDING

The net operating deficit is calculated by taking the total cost of each "service", that the Town and MD are cost-sharing, subtracting any related revenue or credit related to the activity and associated activities; the resulting number is the Base Operating number to use for Calculation of costs for services to each party.

Services the Town and MD Agree to Cost-Share Operational Expenses	Payment Schedule	Calculations
Joint Funding services: <ol style="list-style-type: none"> 1. Humane Society 2. Pincher Creek Library 3. Regional Emergency Management Organization 4. Search and Rescue 	In 2020 and beyond the Town and MD agree to pay their annual contributions to operating costs by July 1 each year.	The Town and MD agree to calculate the cost sharing of these services based upon actual net operating costs using a split 50/50 formula. Each party will cover 50% of the net costs.
Recreation Related services are: <ol style="list-style-type: none"> 1. CRC 2. Multi-purpose Facility 3. Arena 4. Recreation Programming 5. Sports Fields 	Starting in 2021 and beyond the Town and MD agree to make payments for annual operating cost contributions by July 1 each year.	The Town and the MD agree to calculate the cost sharing of these services based upon actual net operating costs using a split 66.6/33.3 formula. The town will cover 66.6% of the net costs. The MD will cover 33.3% of the net costs.
Community Investment Fund services agreed to cost-share the operational expenses are: <ol style="list-style-type: none"> 1. Lebel Mansion 2. RCMP Building 	Starting in 2021 and beyond the Town and MD agree to make payments for annual operating cost contributions by July 1 each year.	The Town and the MD agree to calculate the cost sharing of these services based upon actual net operating costs using a split 75/25 formula. The town will cover 75% of the net costs. The MD will cover 25% of the net costs.

Schedule D–Funding Review Process Decision Maker

[ICF Funding Review Process Decision Tracker 2020.pdf](#)

Schedule E-Regional Recreation Facilities

**PARKS, SPORT FIELDS & RECREATION/COMMUNITY FACILITIES
TOWN OF PINCHER CREEK & THE MUNICIPAL DISTRICT OF PINCHER CREEK NO.9**

<p><u>Pincher Creek Facilities/Buildings</u></p> <ul style="list-style-type: none"> • M.C.C. Arena/Fred Huddleston • Multi-Purpose Facility/Library/Fusion • Community Recreation Centre • Facility-Golf Clubhouse, Chinook Lanes Bowling & Joe’s Gym • Lebel Mansion • Town Hall-Community Wing/Gym • Old RCMP Building • Campground Camp Kitchen • JJT Concession & Washrooms • Lions Park Concession & Washrooms • Old Swimming Pool <p><u>Pincher Creek Sport Fields</u></p> <ul style="list-style-type: none"> • Lions’ Baseball Park • Agricultural Grounds Soccer Field • Juan J. Teran Ball Park, Beach Volleyball, Playground • Town Hall Ball Diamond • Pool Soccer/Football Field • Sproule Field Ball Diamond • Sproule Field Soccer/Football Field • St. Mike’s Diamonds/Soccer Fields • St. Mike’s Community Track and Field • Canyon Ball Diamonds/Soccer Fields • Matthew Halton Soccer/Football Fields • Tennis Courts • Bike Park and Skate Park <p><u>Municipal District of Pincher Creek No. 9 Parks & Sports Fields</u></p> <ul style="list-style-type: none"> • Fishburn Park and ballpark • Patton Park • Bobbie Burns in conjunction with the Legion (pond is stocked with fish) • Beaver Mines trails, gazebo, etc • Lundbreck 2 Ball Fields (adjacent to Patton Park) • Lundbreck Skateboard Park and playground (part of Patton Park) • Lundbreck soccer/football pitch (part of Patton Park) • Beaver Mines Tennis Court 	<p><u>Pincher Creek Parks & Playgrounds</u></p> <ul style="list-style-type: none"> • Edna Street Park • Dilmer Park • Lions’ Tot Lot • Police Crescent • South Hill Park • Northeast Area Park • Castleview Heights • Cenotaph Park • Pincher Park • Town Hall Park • Veteran’s Memorial Park and Campground • Pioneer Place & Historical Park <p><u>Pincher Creek Open Spaces & Grounds</u></p> <ul style="list-style-type: none"> • Trail System • Crocus Street Area • Multi-purpose Facility Boulevard • Water Treatment Plant Grounds • Police Building Grounds • Huddleston Centre Grounds • Town Owned Vacant Lots • Hyde Street Green Area • Canyon Boulevard • Broadview Boulevard • Police Avenue Boulevard • Mountain Street Hillside • Credit Union Parking Lot Hillside • Lebel Mansion Grounds • Town Office Greenspace and Playground • Hewetson Avenue/Main Street Green Area • Castleview Boulevards • Highway 6 Boulevards
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Schedule F – Dispute Resolution Process

DISPUTE RESOLUTION PROCESS

1) Notice of dispute

- a. In the event that one party perceives a dispute under the framework and wishes to engage in dispute resolution, the initiating party's Chief Administrative Officer must give written notice of the matters under dispute to the other party's Chief Administrative Officer.

2) Negotiation

- a. Within thirty (60) days (business days) after the notice is given, the Intermunicipal Collaboration Framework (ICF) Committee will meet and attempt to resolve the dispute.

3) Mediation

- a. In the event the Committee is unable to resolve an issue, the CAOs with the Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 will seek the assistance of a mediator acceptable to both parties.
- b. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- c. Both parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- d. Both parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- e. All proceedings involving a mediator are without prejudice, and the costs of mediation shall be shared equally between parties.

4) Report

- a. If the dispute has not been resolved within 6 months after the notice is given, the initiating party must, within 21 calendar days, prepare and provide to the other party a report.
- b. The report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- c. The initiating party may prepare a report before the 6 months have elapsed if:
 - i. the parties agree, or
 - ii. the parties are not able to appoint a mediator.

5) Appointment of Arbitrator

- a. Within 14 calendar days of a report being provided, the representatives must appoint an Arbitrator and the initiating party must provide the Arbitrator with a copy of the report.
- b. If the representatives cannot agree on an Arbitrator, the initiating party must forward a copy of the report to the Minister with a request to the Minister to appoint an Arbitrator.
- c. In appointing an Arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

6) Arbitration process

- a. Where arbitration is used to resolve a dispute, the arbitration and Arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in Division 2 of Part 17.2 of the MGA Repealed January 1, 2020
- b. The Arbitrator must convene a preliminary meeting within twenty-one (21) days of the selection or appointment of the Arbitrator.
- c. Unless the Arbitrator decides otherwise, the parties must identify facts that they do not dispute.
- d. Parties must provide to the Arbitrator and to the other parties a copy of all documents relied upon in the Arbitration.
- e. The Arbitrator may order a party to produce documents that the Arbitrator considers relevant.
- f. The Arbitrator may appoint one or more experts to report on specific issues.
- g. The Arbitrator may solicit submissions from the public.
- h. Subject to the Arbitrator's discretion, the hearings are open to the public.
- i. The Arbitrator may do the following:
 - i. require an amendment to a framework;
 - ii. require a party to cease any activity that is inconsistent with the framework;
 - iii. provide for how a municipality's motions or bylaws must be amended to be consistent with a framework;
 - iv. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

7) Deadline for resolving dispute

- a. The Arbitrator must resolve the dispute within one year from the date the notice of dispute is given.
- b. If an Arbitrator does not resolve the dispute within the time described, the Minister may grant an extension of time or appoint a replacement Arbitrator on such terms and conditions that the Minister considers appropriate.

8) Arbitrator's Order

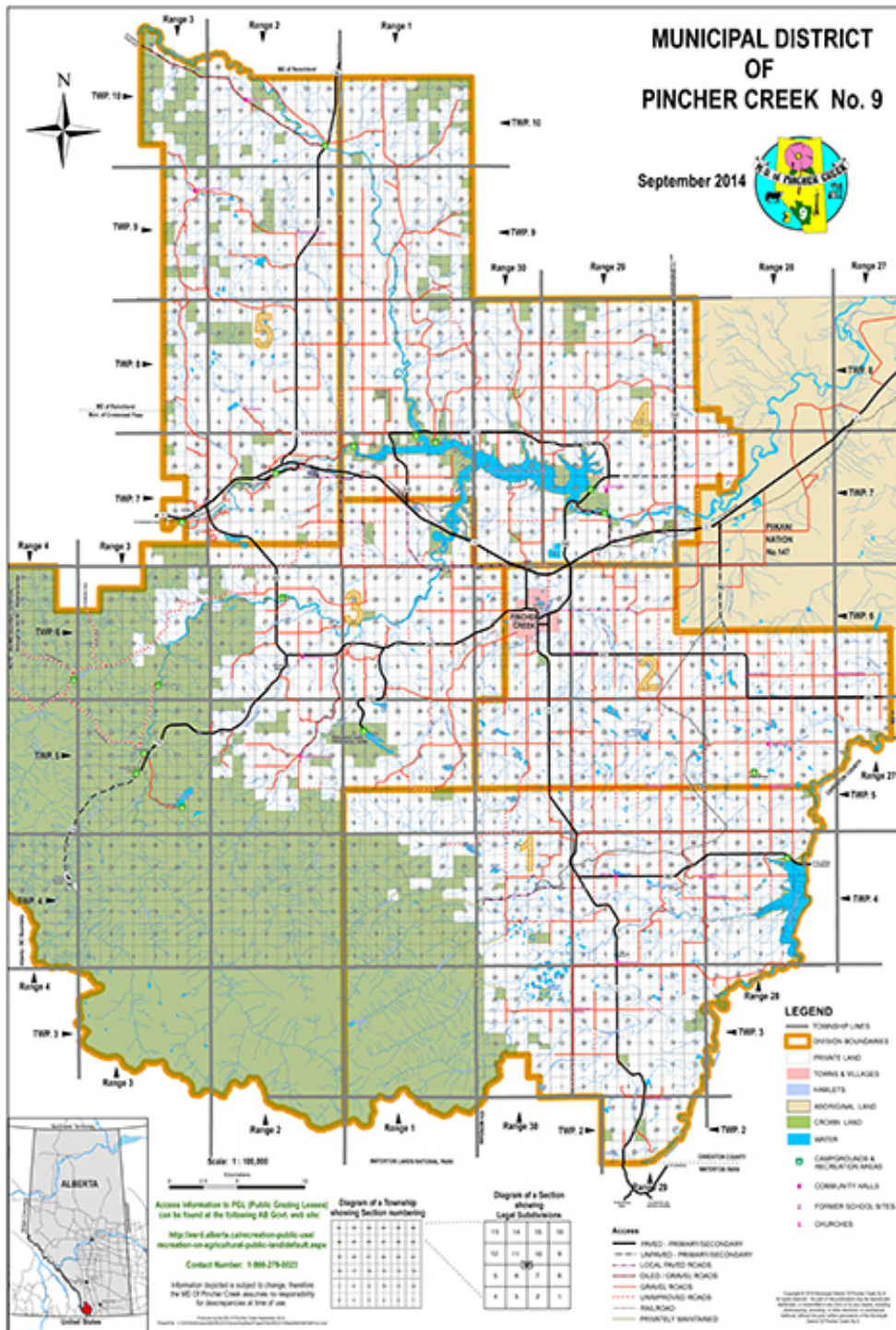
- a. Unless the parties resolve the disputed issues during the arbitration, the Arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- b. The Arbitrator's order must
 - i. be in writing,
 - ii. be signed and dated,
 - iii. state the reasons on which it is based,
 - iv. include the timelines for the implementation of the order, and
 - v. specify all expenditures incurred in the arbitration process for payment under Section 708.41 of the MGA.
- c. The Arbitrator must provide a copy of the order to each party.
- d. The Arbitrator must make an award that resolved the dispute between the municipalities.

9) Costs of Arbitrator

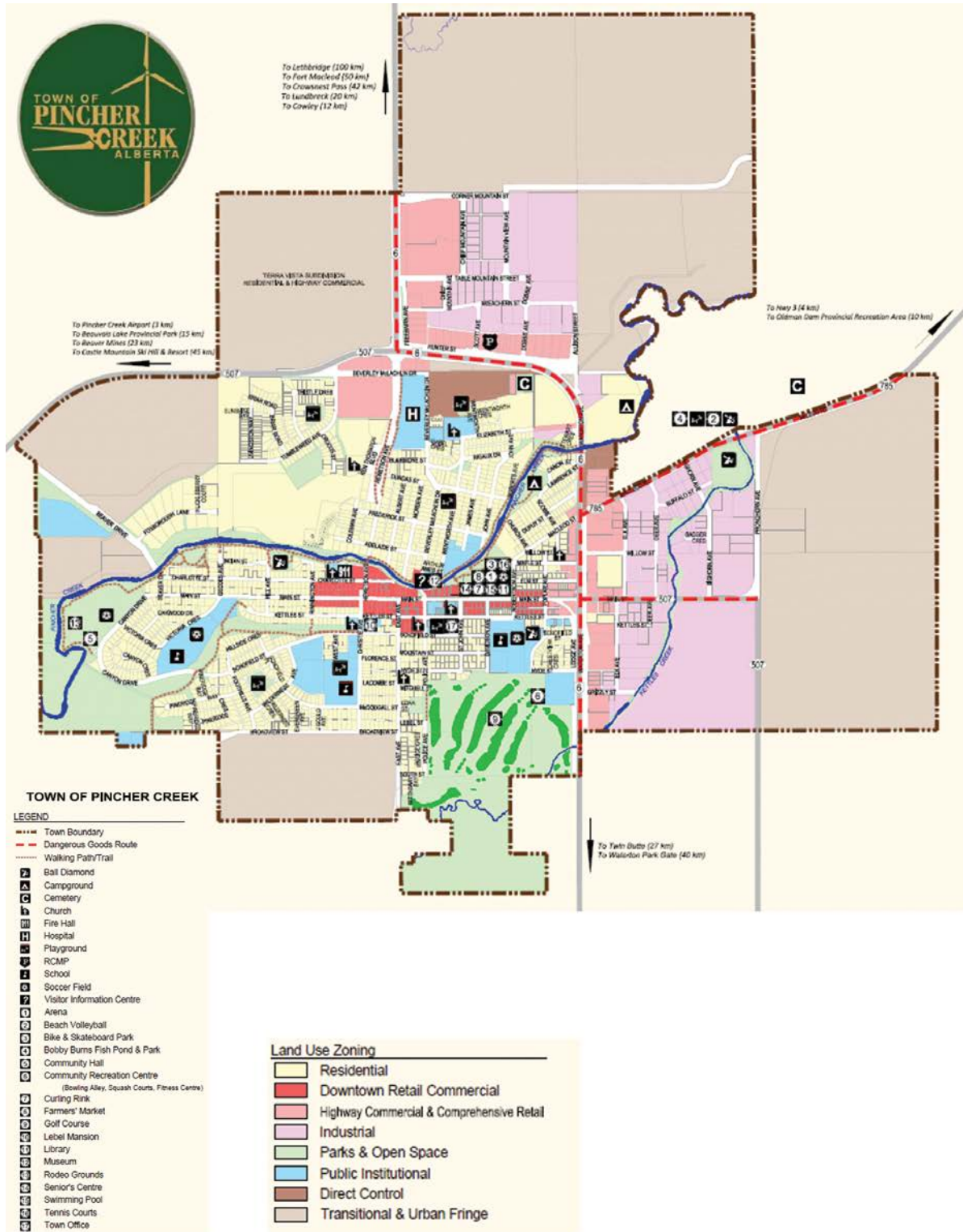
- a. Subject to an order of the Arbitrator or an agreement by the parties, the costs of an Arbitrator must be paid on a proportional basis by the municipalities that are parties to the framework in accordance with Section 708.41 of the MGA.
- b. Each municipality's proportion of the costs will be as outlined as per the MGA Arbitration Division 3, Section 708.34 – 708.43 (1) or as negotiated.

Schedule G. - Area Maps

MUNICIPAL DISTRICT OF PINCHER CREEK



TOWN OF PINCHER CREEK



APPENDICES OF INTERMUNICIPAL SERVICE AGREEMENTS

Cemetery Services Agreements

- i. Cemetery sale of service draft agreement Sept. 2019 [Cemetery 2.15 and 2.18\Cemetery sale of service draft agreement Sept. 2019.docx](#)

FCSS – Family and Community Support Services

- i. FCSS Agreement Town of Pincher Creek MD of Pincher Creek Village of Cowley. [FCSS 3.08\2008.12.01 FCSS Agreement Town of Pincher Creek MD of Pincher Creek Village of Cowley.pdf](#)

Fred Huddleston

- i. Fred Huddleston Seniors Centre Agreement Town of Pincher Creek MD No. 9 Fred Huddleston Senior Citizens Centre Society. [Fred Huddleston 3.12\1996.07.05 Agreement Town of Pincher Creek MD No9 Fred Huddleston Senior Citizens Centre Society.pdf](#)

Foundation – Pincher Creek Foundation

- i. Municipalities Master Agreement Minister of Public Welfare. [PC Foundation 2.24\1979.12.28 Municipalities Master Agreement Minister of Public Welfare.pdf](#)
- ii. Ministerial Order No. H_173_94 Pincher Creek Community Housing. [PC Foundation 2.24\1995.01.01 Ministerial Order No. H_173_94 Pincher Creek Community Housing.pdf](#)

Gravel - Pincher Creek Gravel Agreement

- i. Gravel Joint Use of a Gravel Extraction Project. [Gravel 8.23\1992.02.10 Bylaw 1452 Joint Use of a Gravel Extraction Project.pdf](#)

Humane Society

- i. PC Humane Society Service Agreement 2018 [Humane Society 3.17\2018.01.01 Service Agreement January 1, 2018 - December 31, 2018.pdf](#) (Reviewed annually)

Intermunicipal Development Plan (IDP)

- i. MD of Pincher Creek No. 9 and the Town of Pincher Creek Intermunicipal Development Plan (IDP) [IDP Pincher Creek Town & MD IMDP Bylaws 2010-11 & 1200-10 September 2010 .pdf](#)

Joint Funding

- i. Joint Funding Agreement Town and MD of Pincher Creek
[2015.08.27 Joint Council Funding Grant Town of Pincher Creek & MD #9.pdf](#)
- ii. Joint Council Funding Criteria [Joint Council Funding Criteria September 2019.pdf](#)

Landfill (Bylaws/agreements presently being updated-these will be removed when replacement available)

- i. Pincher Creek Crowsnest Regional Waste Management Authority Agreement. [PC Landfill Association 2.46\1976.03.22 Pincher Creek Crowsnest Regional Waste Management Authority Agreement.pdf](#)
- ii. Pincher Creek Crowsnest Regional Waste Management Authority Schedule A. [PC Landfill Association 2.46\1976.03.22 Schedule A Pincher Creek Crowsnest Regional Waste Management Authority.pdf](#)

- iii. [PC Landfill Association Department of Environment Service Agreement Reclamation. PC Landfill Association 2.46\1977.09.26 Department of Environment Service Agreement Reclamation.pdf](#)
- iv. [PC Landfill Association Crowsnest_Pincher Creek Landfill Association By-Laws. PC Landfill Association 2.46\1997.09.22 Copy of Crowsnest Pincher Creek Landfill Association By-Laws.pdf](#)
- v. [PC Landfill Association Municipalities Agreements Crowsnest Pass - Pincher Creek Regional Waste Management Authority PC Landfill Association 2.46\1998.01.02 Municipalities Agreements Crowsnest Pass - Pincher Creek Regional Waste Management Authority.pdf](#)
- vi. [PC Landfill Association Municipalities Agreements Crowsnest Pass - Pincher Creek Regional Waste Management Authority. .pdf PC Landfill Association 2.46\1999.06.30 Municipalities Agreement Crowsnest Pincher Creek Landfill.pdf](#)
- vii. [PC Landfill Association 2.46\2002.03.20 Construction Agreement Crowsnest_PC Landfill Assoc and Operations & Management Service Agreement Feb 28_2002. PC Landfill Association 2.46\2002.03.20 Construction Agreement Crowsnest PC Landfill Assoc and Operations & Management Service Agreement Feb 28_2002.pdf](#)

Library Services

- i. [PC Library Agreement 2019. PC Library 2.47A and 2.9\2019.01.03 Intermunicipal Library Agreement.pdf](#)
- ii. [PC Library Lease Agreement Jan 1, 2018 to Dec 31, 2022. PC Library 2.47A and 2.9\2017.12.15 Lease Agreement Jan 1, 2018 to Dec 31, 2022.pdf](#)

- iii. [Library Board Agreement and Bylaw PC Library 2.47A and 2.9\2015.11.09 Agreement to Establish an Intermunicipal Library Board.pdf](#):

Mutual Aid Services

- i. Mutual Aid & Contingency Agreement between Cowley & Pincher Creek Emergency Services. [Emergency Services\Mutual Aid 2.22\2011.01.01 Mutual Aid & Contingency Agreement between Cowley & Pincher Creek Emergency Services.pdf](#)

Recreation

- i. Recreation Agreement 2020 [Recreation Agreement Draft 2020 draft3 19March.docx](#)
Signatures needed

Recycle

- i. Recycle Depot Operations Agreement. [Recycling 7.71\2017.01.01 Recycle Depot Operations Agreement.pdf](#)
- ii. Recycle Depot Funding Agreement. [Recycling 7.71\2017.01.01 Recycle Depot Funding Agreement.pdf](#)

REMO - Emergency Management

- i. Pincher Creek Regional Emergency Management Organization Partnership Agreement. [REMO 2.19\2016.09.12 Pincher Creek Regional Emergency Management Organization Partnership Agreement.pdf](#)
- ii. Terms of Reference Regional Emergency Management Agency. [REMO .19\2017.08.01 Terms of Reference Regional Emergency Management Agency.pdf](#)
- iii. REMO Parties to this Agreement. [REMO 2.19\2018.07.19 Appendix D Parties to this Agreement.pdf](#)

- iv. REMO 2.19\2019.02.20 Correspondence Regional Emergency Management Organization Appointment of Brett Wuth.pdf [REMO 2.19\2019.02.20 Correspondence Regional Emergency Management Organization Appointment of Brett Wuth.pdf](#)

Water Services - Water and Water Standpipe Agreements

- i. Water Policy Town of Pincher Creek [Water Policy Town of Pincher Creek files\Water Stewardship Policy Town & MD Pincher Creek. pdf](#)

- ii. Pincher Creek Water Standpipe Agreement. [Water Policy Town of Pincher Creek 1997.07.09 Water Standpipe Agreement between the Town of Pincher Creek & MD of Pincher Creek No.9.pdf](#)