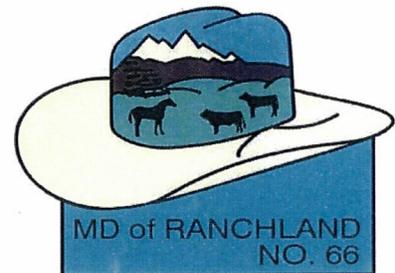


Moving Forward

Building Opportunities for Our
Future



**Municipality of Crowsnest Pass
and the Municipal District of Ranchland No. 66**

**INTERMUNICIPAL COLLABORATION
FRAMEWORK AGREEMENT**

FOREWORD

The Municipality of Crowsnest Pass and the Municipal District of Ranchland No. 66 share a common north/south border. Both municipalities are distinct with futuristic municipal visions:

“The mountain community of Crowsnest Pass will be unique, vibrant, cohesive, and prosperous in order to provide its residents with an outstanding quality of life and will help build a foundation for the Municipality’s sustainability” -Municipality of Crowsnest Pass

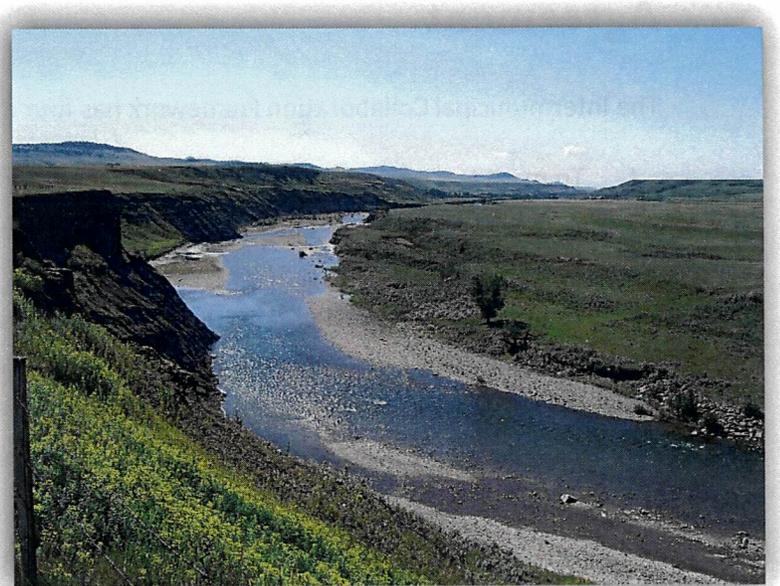
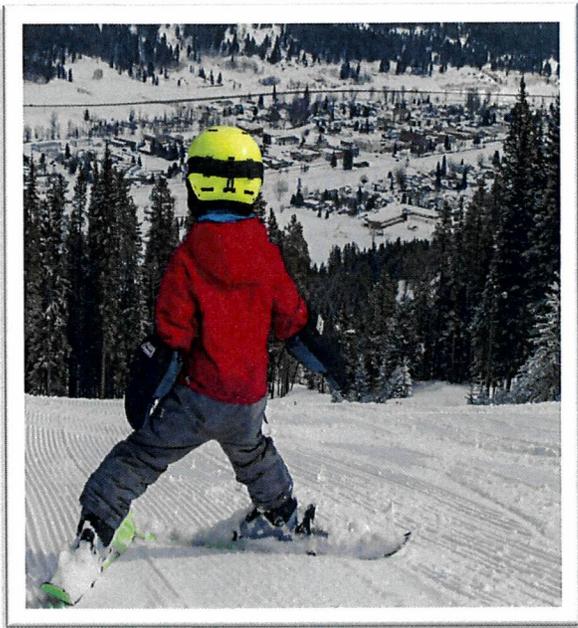
“A sustainable and safe community that harmonizes progressive change with traditional rural values, whilst protecting our natural environment” – Municipal District of Ranchland No. 66

Both municipalities are based upon building and maintaining strong core services: Emergency Services, Transportation Services, Agriculture Services, Recreation Services. Together these services link our municipalities into a healthy and viable regional municipality.

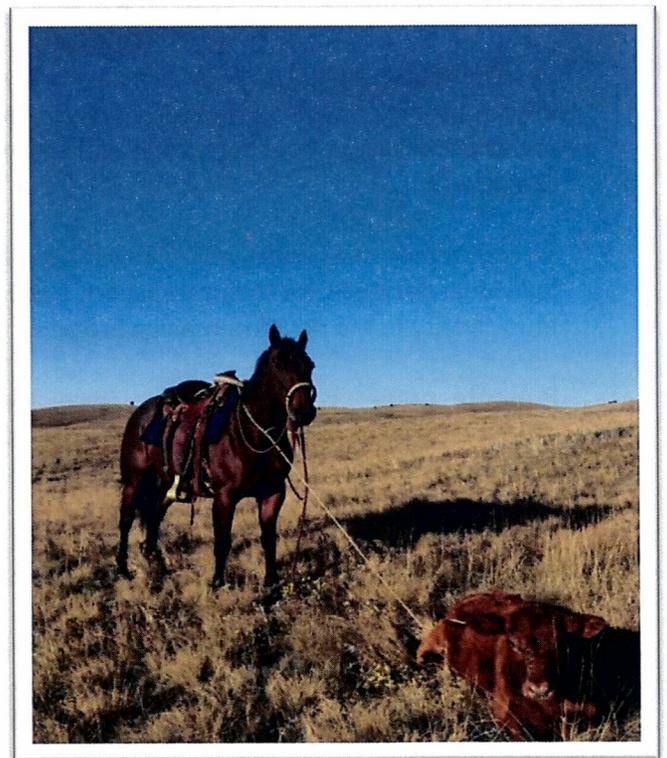
Most people understand increasing the level of collaboration as an ability to provide more efficient and better service levels to municipal ratepayers in the larger regional municipality. However, while some services can possibly be provided solely in a single municipality the increased opportunity in 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 discussions, processes and cooperation in relation to emergency management, environmental stewardship, planning, recreation, and seniors care to foster a region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, the Municipality of Crowsnest Pass and Municipal District of Ranchland No. 66 are well placed to lead proactively through the creation of this Intermunicipal Collaboration Framework Agreement.



The Municipality of
Crowsnest Pass and
the Municipal District
of Ranchland No. 66
share common service
requirements



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 lay out a process that the partners to this agreement review service levels and decide if the service would benefit from being regionally operated & funded.
5. To consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.

The ICF Agreement between the Municipality of Crownsnest Pass and the Municipal District of Ranchland No. 66 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 ensure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the council and administration levels.

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

The Role of the CAOs and Administration:

The CAOs have been identified as the principals responsible for maintaining the agreement, its delivery, and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality adheres to the

principles of the agreement. The CAO's will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities, and prioritizing municipal actions for the consideration of each Council. Disputes or disagreements between CAOs will be dealt with by a dispute resolution committee set up with members from each council.

The Role of Staff:

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

The Framework Protocols

Development of an Intermunicipal Communication Protocol

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

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
 - a. Seek to understand
 - b. Avoid personal attacks either privately or publicly
 - c. Asking for clarification on policies adopted by the other municipality to ensure understanding
 - d. Address issues as being of a joint nature meant to be resolved together
 - e. Seek to maximize the benefits for both parties
2. The Protocol should seek to ingrain collaboration and cooperation in each municipal organization
 - a. Both organizations agree to ensure proper training takes place on intermunicipal collaboration following a municipal election
 - b. Both organizations agree to provide additional training as required following any change in elected officials or senior administration
3. The protocol should ensure that each municipality provides to the other information pertaining to:
 - a. Major capital projects which may impact the other municipality

- b. Lobby efforts to higher levels of government with respect to 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 recognize 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 problem is initiated, the Chief Administrative Officers and Chief Elected Officer will seek to address matters of conflict.
2. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
3. All matters of conflict should be resolved using a clear procedural pathway.
4. Maintain at all times, the essence of collaboration on the majority of issues even though conflict may exist on some issues.

Process

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

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



This Agreement encourages the municipalities to consult with each other and develop opportunities for collaboration for the benefit of both communities.

Inventory of Municipality Services

The Inventory of Municipal Services outlined in Schedule A illustrates 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.

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.

Transportation

No agreements exist or are currently required between Municipality of Crowsnest Pass and the Municipal District of Ranchland No. 66 in the area of transportation.

Water

No agreements exist or are currently required between Municipality of Crowsnest Pass and the Municipal District of Ranchland No. 66 in the area of water services.

Solid Waste

No agreements exist or are currently required between Municipality of Crowsnest Pass and the Municipal District of Ranchland No. 66 in the area of solid waste.

Wastewater

No agreements exist or are currently required between Municipality of Crowsnest Pass and the Municipal District of Ranchland No. 66 in the area of wastewater.

Emergency Services

No agreements exist however a cost sharing agreement is required and will be entered into by December 31, 2020 between the Municipality of Crowsnest Pass and the Municipal District of Ranchland in the area of emergency services.

Recreation

No agreements exist however a cost sharing agreement is required and will be entered into by December 31, 2020 between the Municipality of Crowsnest Pass and the Municipal District of Ranchland in the area of recreation services.

Other

The Municipalities are party to the following agreements:

Planning Services

The Municipalities are jointly 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 Municipality of Crowsnest Pass and the Municipal District of Ranchland No. 66. The 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 Municipality of Crowsnest Pass adopted Bylaw No. 1046 in April 2020

Municipal District of Ranchland No. 66 adopted Bylaw No. 2019-05 in March 2020

Attachments to this Agreement

Attached to this agreement is the current Municipality of Crowsnest Pass and the Municipal District of Ranchland No. 66 Intermunicipal Development Plan as well as the agreements aforementioned within this document.

Commitment to Collaboration

The Municipality of Crowsnest Pass and Municipal District of Ranchland No. 66 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 honor all applicable legislation with respect to Intermunicipal collaboration within the Province of Alberta.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the 9 day of July, 2020.

FOR MUNICIPALITY OF CROWSNEST PASS

FOR THE MUNICIPAL DISTRICT OF RANCLAND

PER:



Mayor

PER:



Reeve

PER:



Chief Administrative Officer

PER:



Chief Administrative Officer
Sheldon Steinke, CLGM



Appendix A

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	Municipal	Inter-Municipal	3 rd Party
Transportation			
Road Grading & Graveling	Both		Ranchland
Road Calcium			Ranchland
Gravel Crushing			Ranchland
Road Construction			Ranchland
Culvert Installation	Crowsnest Pass		Ranchland
Bridge Maintenance			Ranchland
Drainage Maintenance	Both		
Snow Plowing	Both		
Shop – Vehicle Maintenance	Both		Ranchland
Surveying			Ranchland
Sign Installation and Maintenance	Both		
Paved Road Repairs	Crowsnest Pass		
Rural Addressing Signs	Ranchland		
Recreation			
Skating Rinks	Crowsnest Pass		
Curling Rinks	Crowsnest Pass		
Shooting Ranges/Gun Club			Crowsnest Pass
Riding Arenas			Crowsnest Pass
Baseball Diamonds	Crowsnest Pass		
Golf Courses			Crowsnest Pass
Ski Hill	Crowsnest Pass		
Cross Country Skiing			Crowsnest Pass
ATV Trails			Crowsnest Pass
Snowmobiling Trails			Crowsnest Pass
Mountain Biking Trails	Crowsnest Pass		
Walking Trails	Crowsnest Pass		
Indoor Athletic Fields	Crowsnest Pass		
Swimming Pools	Crowsnest Pass		
Outdoor Soccer Fields	Crowsnest Pass		
Tennis Courts	Crowsnest Pass		

Type of Service	Municipal	Inter-Municipal	3 rd Party
Senior Centres	Crowsnest Pass		
Water Park	Crowsnest Pass		
Skateboard Park	Crowsnest Pass		
Gyms and Workout Centres			Crowsnest Pass
Other Services			
FCSS	Crowsnest Pass		Ranchland
ORRSC – Planning			Both
Planning and Development	Both		
Economic Development	Crowsnest Pass		
Regional Waste Services		Crowsnest Pass	
General Administration	Both		
Adult Learning Association			Crowsnest Pass
Southgrow Economic Development		Both	
Alberta Southwest Alliance		Both	
Libraries		Crowsnest Pass	Ranchland
Water			
Water Treatment	Crowsnest Pass		
Water Distribution	Crowsnest Pass		
Service Installs	Crowsnest Pass		
Utility Billing	Crowsnest Pass		
Wastewater			
Certified Operators	Crowsnest Pass		
Wastewater Collection System	Crowsnest Pass		
Lagoons	Crowsnest Pass		
Clarifiers	Crowsnest Pass		
Installation of Utilities	Crowsnest Pass		Crowsnest Pass
Recycling and Solid Waste Management			
Landfill		Both	
Collection		Both	Crowsnest Pass
Recycling			
Agriculture Services and Parks			
Tree Planting			Both
Tree Spraying			Ranchland
Tree Pruning	Crowsnest Pass		Both
Mowing	Both		
Weed Identification	Both		
Weed Act Enforcement	Both		
Weed Spraying	Ranchland		Both
Cemetery Maintenance	Crowsnest Pass		Crowsnest Pass
Pest Control	Both		
Park Maintenance	Crowsnest Pass		

Type of Service	Municipal	Inter-Municipal	3 rd Party
Sprinkler Installation	Crowsnest Pass		
Equipment Maintenance	Both		
Equipment Rentals	Both		
Building Maintenance	Both		Both
Park Operations	Crowsnest Pass		
Campground Operations	Crowsnest Pass		
Municipal Halls	Both		
Museums			Crowsnest Pass
Playgrounds	Crowsnest Pass		Ranchland
Emergency Services			
EMS Coordination			Both
Fire Department	Crowsnest Pass	Ranchland	
Peace Officer	Crowsnest Pass		
Safety Codes Officers	Crowsnest Pass	Ranchland	
Safety Codes Inspectors	Crowsnest Pass	Ranchland	Crowsnest Pass
Disaster Management	Both		Ranchland (DEM)
Mutual Aid Agreements		Both	