



**The City of Calgary
&
Rocky View County**

**Intermunicipal Collaboration Framework
Terms of Reference**



1.0 Background and Context

An ICF is a legislated tool designed to support integrated and strategic planning, delivery, and funding of intermunicipal services. Under Section 708.28 of the Municipal Government Act (MGA), municipalities that share a common boundary are required to negotiate and establish an ICF agreement by November 30, 2027.

The City of Calgary and Rocky View County have a long-standing history of intermunicipal cooperation and coordination, and, in support of further strengthening these collaborative efforts, the two municipalities shall develop an Intermunicipal Collaboration Framework (ICF). In doing so, the framework will consider key mandatory service areas including transportation, water and wastewater, solid waste, emergency services, and recreation, consistent with the Municipal Government Act (MGA) requirements.

2.0 Principles

The following principles shall guide the comprehensive development of an Intermunicipal Collaboration Framework. They reflect a shared commitment by The City of Calgary and Rocky View County to accountability, collaboration, and continuous improvement.

2.1 Accountability

- a. **Trust:** Conduct all discussions and negotiations in good faith to foster collaborative and productive partnerships.
- b. **Respect:** Acknowledge that each municipality is best positioned to determine its individual priorities while balancing intermunicipal goals for mutually beneficial planning.
- c. **Transparency:** Ensure that both municipalities have access to relevant and timely information throughout the process.
- d. **Mutual Benefit:** Pursue outcomes and decisions that provide value to both municipalities and their residents.

2.2 Collaboration

- a. **Effective Communication:** Ensure respectful intermunicipal relationships through timely responses, honest interactions and realistic expectations.
- b. **Ongoing Communication:** Maintain frequent, open, and deliberate communication at all organizational levels to build awareness and identify shared opportunities.
- c. **Evidence-Based Support:** Each municipality shall disclose to the other any information, data or assumptions it is relying on in arriving at a proposal for a cost calculation model.
- d. **Exploration of Opportunities:** Approach emerging issues with openness to collaboration and innovation, recognizing that joint efforts may create new benefits for both municipalities.



- e. **Commitment:** Establish an equitable commitment between municipalities to undertake this project.

2.3 Continuous Improvement

- a. **Proactive Approach:** Anticipate and prepare for challenges and opportunities early in the process.
- b. **Change Control:** Adopt an approach that strives for continuous improvement.
- c. **Resiliency:** Foster resilient relationships that can withstand challenges, adapt to change, and reduce the potential for conflict.
- d. **Efficiency:** Strive for streamlined processes and outcomes that maximize efficiency and effectiveness in governance and service delivery.

3.0 Scope of Work and Direction

3.1 Section 708.28 of the MGA provides the enabling legislation for the preparation and approval of an ICF

3.2 An ICF addresses the following mandatory services:

- a. Transportation;
- b. Water and wastewater, including stormwater;
- c. Emergency services;
- d. Recreation; and
- e. Solid waste.

3.3 The framework may also explore other services or emerging areas of collaboration based on the mutual agreement of both municipalities and the approval of the Intermunicipal Committee.

3.4 Service areas that remain part of the ICF but have agreements extending beyond November 2027 (and for which discussions continue past that date) remain within the scope of the ICF; however, their timelines may proceed independently until a new ICF or other legislative requirements come into effect.

3.5 The ICF should establish:

- a. Participant roles and responsibilities;
- b. Service coordination principles;
- c. Cost sharing principles;
- d. Dispute resolution; and



- e. Implementation, monitoring, and review processes.

4.0 Purpose

4.1 The purpose of this Terms of Reference (TOR) is to guide the preparation of the Intermunicipal Collaboration Framework between The City of Calgary and Rocky View County in accordance with the requirements of the *MGA* and *Ministerial Order No. MSD:025/25*.

4.2 The ICF will be an agreement that provides for integrated and strategic planning, delivery, and funding of intermunicipal services. As outlined in Section 708.27 of the *MGA*, the purpose of the ICF is:

(a) to provide for the integrated and strategic planning, delivery and funding of intermunicipal services,

(b) to steward scarce resources efficiently in providing local services, and

(c) to ensure municipalities contribute funding to services that benefit their residents.

5.0 Goals

An Intermunicipal Collaboration Framework is an agreement that provides for integrated and strategic planning, delivery, and funding of intermunicipal services. This document also serves as a shared Framework that provides overarching guidance and functions as a compendium of the service agreements between the two municipalities.

5.1 Promote alignment with planning and growth for efficient service delivery

- a. **Support Fiscal Responsibility:** Support responsible and coordinated growth by recognizing the need to align infrastructure, servicing, and fiscal planning so that the long-term costs and benefits of development are appropriately addressed by both municipalities.
- b. **Align with Intermunicipal Development Plan:** An Intermunicipal Development Plan (IDP) is an agreement that establishes a coordinated plan for land use, development, and infrastructure planning along shared municipal boundaries. The City of Calgary and Rocky View County are working to update the IDP to reflect current planning needs. The ICF and IDP project will consider how intermunicipal service delivery needs are identified by planning conducted in the Intermunicipal Development Plan.

5.2 Promote collaboration

- a. **Share Knowledge and Data:** Work cooperatively to share relevant knowledge, information, and data that facilitates the Intermunicipal Collaboration Framework projects.
- b. **Encourage Innovation:** Embrace new ideas for innovation, including collaboration on joint projects of mutual benefit.
- c. **Advance Regional Outcomes:** Foster intermunicipal coordination that generates benefits at the regional level, including economic and social, and environmental interests.



5.3 Promote Strategic Foresight

- a. **Anticipate Opportunities and Challenges:** Identify emerging opportunities and challenges to avoid delays.
- b. **Strengthen Issue Resolution:** Develop forward-thinking guidelines to collaboratively resolve matters of shared intermunicipal interest.

6.0 Responsibilities and Decision Making

6.1 Intermunicipal Committee Responsibilities

The City of Calgary and Rocky View County will employ the Intermunicipal Committee (IMC) as part of the Intermunicipal Collaboration Framework development process. IMC representatives may engage their respective subject matter experts separately or together to gain specific feedback on areas of interest. Recommendations of the IMC will be made by consensus, where possible.

IMC responsibilities will include:

- a. Providing recommendations on intermunicipal service needs and on when the exploration or development of service agreements should be considered;
- b. Assisting in identifying intermunicipal issues and opportunities, including determining where new or updated service agreements may be beneficial for consideration within the Intermunicipal Collaboration Framework;
- c. Providing periodic updates to their respective Councils on the progress of the Intermunicipal Collaboration Framework.

6.2 Administration Responsibilities

Administrations from both municipalities will be responsible for the establishment of a work plan for the project, and for preparation of the Intermunicipal Collaboration Framework with input from the IMC. Both municipalities agree to equitable dedication of administrative resources and cost-sharing throughout the process of Intermunicipal Collaboration Framework preparation and adoption.

Administration responsibilities will include:

- a. The establishment of a work plan for the project;
- b. The preparation of the Intermunicipal Collaboration Framework with input from the IMC;
- c. Meeting as necessary to complete the Intermunicipal Collaboration Framework—meetings shall have an agenda circulated in advance, and a record of the meeting including key items, actions, and follow-up items shall be maintained;
- d. Consider protocols for regular and consistent communication with each other;
- e. Consider protocols for engagement with respective executive leadership teams for approvals;



- f. Ensuring that there is an equitable distribution of administrative resources and cost-sharing throughout the process of plan preparation and adoption;
- g. Identify the intermunicipal service areas that must be addressed through the Intermunicipal Collaboration Framework, with particular attention to the five mandatory service categories under the MGA; and
- h. Document the status of each identified service line, including any existing agreements, areas where new or updated agreements may be required, and services for which no agreement is currently necessary.

6.3 Council Responsibilities

The respective Councils of each municipality will be responsible for approval of the Intermunicipal Collaboration Framework by bylaw or resolution.

7.0 Communications

7.1 The City of Calgary and Rocky View County will jointly develop a Communications Plan to ensure consistent messaging for three audiences: municipal councils, intermunicipal committees, and the public.

7.2 Communications materials will use clear language, visuals, and appropriate detail for each audience.

7.3 Updates will appear on both municipalities’ websites with agreed messaging.

7.4 Information shared between the two municipalities as part of the ICF development work is expected to be treated as confidential unless the municipality providing the information indicates otherwise. Each municipality will take reasonable care to protect information shared by the other, consistent with how it protects its own internal information and in accordance with applicable legislation.

8.0 Project Stages

8.1 The scope of work is organized into three stages which are outlined in the Project Management Plan, with a legislated completion date of November 30, 2027.

8.2 The Project Management Plan may change as the project progresses without returning to Council, and major changes will be brought to the IMC.

8.3 The three main stages of the work program and anticipated project timeline include:

Project Stage	Step	Timeline
Stage 1	Prepare, including TOR approval	Q4 2025 - Q2 2026
Stage 2	Negotiations	Q2 2026 - Q3 2027
Stage 3	Adoption	Q3 2027 - Q4 2027



9.0 Budget

- 9.1** Each municipality will provide an equal portion of the total cost for consultants if jointly deemed necessary, and adequate staffing and resources to support the project.
- 9.2** Additional budget may be required, and in such case a budget adjustment will be brought to the respective Councils for approval.

10.0 Dispute Resolution

- 10.1** Both municipalities will enter into the negotiations in good faith. They will rely on cultivating strong working relationships to complete the Intermunicipal Collaboration Framework.
- 10.2** The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 10.3** The Municipalities should make all reasonable efforts to resolve all disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 10.4** In the event of a dispute, subject to the requirements set out section 708.35 of the Municipal Government Act, the Municipalities agree that they will undertake a process to promote the resolution of the dispute in the following order:
- a) negotiation;
 - b) mediation; and
 - c) arbitration.
- 10.5** If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Terms of Reference or any contravention or alleged contravention of this Terms of Reference, the dispute will be resolved through the Dispute Resolution Process outlined herein.
- 10.6** If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Terms of Reference until such time as the Dispute Resolution Process is complete.
- 10.7** A party shall give written notice (“Dispute Notice”) to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Intermunicipal Committee shall schedule a meeting to attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the Chief Administrative Officers or their designates. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.



- 10.8** If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 10.9** Either party may provide the other party with a written notice (“Mediation Notice”) specifying:
- a) The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b) The nomination of an individual to act as the mediator.
- 10.10** The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 10.11** Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.
- 10.12** In the event that:
- a) The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
 - b) The mediation is not completed within sixty (60) days after the appointment of the mediator; or
 - c) The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;
- either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 10.13** If mediation fails to resolve the dispute, the dispute shall be submitted to arbitration. Either of the Municipalities may provide the other party with written notice (“Arbitration Notice”) specifying:
- a) the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated.
- 10.14** The *Arbitration Act* (Alberta) and the *Municipal Government Act* shall apply to arbitration proceedings commenced pursuant to this Terms of Reference.
- 11.0 Effective Date**
- 11.1** This Terms of Reference will come into effect on passing resolutions by both the City of Calgary and Rocky View County.