



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

**Intermunicipal Collaboration Framework
Terms of Reference**

DRAFT



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1.0 Background and Context

1.1 The City of Chestermere and Rocky View County have a long history of cooperation and collaboration. Both municipalities were members of the Calgary Metropolitan Region Board and thus exempt from the legislated requirement for municipalities with shared boundaries to complete Intermunicipal Collaboration Frameworks. Section 708.28 of the Municipal Government Act states that municipalities that share common boundaries are required to negotiate Intermunicipal Collaboration Framework agreements unless they are part of a Growth Management Board. Following the dissolution of the Calgary Metropolitan Region Board, the two municipalities are now required to develop an Intermunicipal Collaboration Framework agreement. Intermunicipal Collaboration Frameworks establish the provision, funding, and administration of intermunicipal services and creates a process for collaboration and dispute resolution between municipalities.

2.0 Principles

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

2.2 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 residents in both municipalities.

2.3 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.
- f. **Regional Collaboration:** The City of Chestermere and Rocky View County will consider the impact of new agreements on the region.

2.4 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 Direction

3.1 Section 708.28 of the Municipal Government Act provides the enabling legislation for the preparation and approval of an Intermunicipal Collaboration Framework (Appendix A).

3.2 An Intermunicipal Collaboration Framework addresses the following mandatory services:

- a. transportation;
- b. water and wastewater, including stormwater;
- c. emergency services;
- d. recreation; and
- e. solid waste.

3.3 Additional services can be included under the Intermunicipal Collaboration Framework, if agreed to by both municipalities.

3.4 *Ministerial Order No. MSD:025/25* took effect on May 1, 2025. This Ministerial Order required former participating municipalities of the Calgary Metropolitan Region Board to enter into an Intermunicipal Collaboration Framework and Intermunicipal Development Plan where common boundaries are shared by November 30, 2027.

4.0 Purpose

4.1 The purpose of this Terms of Reference is to guide the preparation of the Intermunicipal Collaboration Framework between The City of Chestermere and Rocky View County in accordance with the requirements of the *Municipal Government Act* and *Ministerial Order No. MSD:025/25*.



5.0 Goals

5.1 The following goals establish a shared vision for collaboration and long-term prosperity between The City of Chestermere and Rocky View County.

5.2 Promote Alignment with planning and growth

- a. **Align with Coordinated Planning:** Ensure the long-term prosperity of both municipalities by considering how intermunicipal service delivery supports coordinated planning as outlined within the Intermunicipal Development Plan.
- b. **Address Interfaces:** Consider how to coordinate the transition between land uses along the municipal boundary to reduce potential conflicts and reflect shared municipal usage.
- c. **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.
- d. **Align Intermunicipal Programs:** Work collaboratively to align intermunicipal programs around the five mandatory service areas to promote efficiency, reduce duplication and risk, and deliver shared benefits to residents of both municipalities.

5.3 Promote collaboration

- a. **Share Knowledge and Data:** Work cooperatively to share regional 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.

5.4 Be proactive

- 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

The following establishes the responsibilities and roles of the different levels of administration and elected official positions in the development of the Intermunicipal Collaboration Framework between the City of Chestermere and Rocky View County.

6.1 Intermunicipal Committee Responsibilities

The City of Chestermere and Rocky View County will employ the Intermunicipal Committee as part of the Intermunicipal Collaboration Framework development process. The Intermunicipal Committee will include balanced representation of Council and Senior Administration from each municipality.



Intermunicipal Committee representatives may engage their respective subject matter experts separately or together to gain specific feedback on areas of interest. Recommendations of the Intermunicipal Committee will be made by consensus.

Intermunicipal Committee responsibilities will include:

- a. Providing broad policy recommendations;
- b. Assisting in identifying issues and opportunities with respect to the Intermunicipal Collaboration Framework;
- c. Acting as a resource for both Administrations; and
- d. 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 Intermunicipal Committee. Both municipalities agree to equitable dedication of administrative resources and cost-sharing throughout the process of Intermunicipal Collaboration Framework preparation and adoption. The appropriate delegated authority in each municipality may vary subject to the service of interest.

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 Intermunicipal Committee;
- c. Meeting as necessary to complete the Intermunicipal Development Plan and 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. Establishing protocols for regular and consistent communication with each other;
- e. Establishing protocols for engagement with respective executive leadership teams for approvals;
- f. Consider protocols to ensure that any public communications should be jointly developed and released; and
- g. Ensuring that there is an equitable distribution of administrative resources and cost-sharing throughout the process of plan preparation and adoption.

6.3 Council Responsibilities

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



6.4 Coordination with Intermunicipal Development Plan

An Intermunicipal Development Plan is an agreement that establishes a coordinated framework for land use, development, and infrastructure planning along shared municipal boundaries. Both municipalities agreed to work towards the November 30, 2027, deadline, as set out in Ministerial Order No. MSD:025/25, to complete this review. The Intermunicipal Development Plan project will progress independently from the Intermunicipal Collaboration Framework; however, Administration will share updates and information regarding the Intermunicipal Collaboration Framework and Intermunicipal Development Plan to ensure coordination and avoid conflicts. Opportunities for collaboration between the Intermunicipal Collaboration Framework and Intermunicipal Development Plan projects will be sought wherever possible.

7.0 Communications

7.1 The City of Chestermere 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 Before a municipality makes any public communication respecting the Intermunicipal Collaboration Framework or the intermunicipal relationship contemplated by this Terms of Reference, that municipality will provide advance notice to the other municipality of the intended communication, for the purpose of awareness and coordination, where practicable. Where advance notice is not possible, the communicating municipality will provide notice as soon as practicable following the communication.

7.4 Information shared between the two municipalities as part of the Intermunicipal Collaboration Framework 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 Dispute Resolution

8.1 Both municipalities will enter into the negotiations in good faith. They will rely on cultivating strong working relationships to complete the Intermunicipal Collaboration Framework.

8.2 The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

8.3 The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

8.4 In the event of a dispute, subject to the requirements set out in 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.

8.5 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 binding Dispute Resolution Process outlined herein.

8.6 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.

8.7 Despite 6.5, subject to section 708.35 of the Municipal Government Act where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Terms of Reference.

8.8 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 meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the appropriate delegated authority. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.

8.9 If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.

8.10 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.

8.11 The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.

8.12 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.



8.13 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.

8.14 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.

8.15 The *Arbitration Act* (Alberta) and the Municipal Government Act in force from time to time shall apply to arbitration proceedings commenced pursuant to this Terms of Reference.

9.0 Scope of Work and Project Stages

9.1 The scope of work is organized into five stages which are outlined in the Project Management Plan, with a legislated completion date of November 30, 2027. The Project Management Plan shall be approved at the same time as this Terms of Reference.

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

9.3 The five stages of the work program include:

Project Stage	Description	Anticipated Timeline
Stage 1	Initiation	Q4 2025 - Q2 2026
Stage 2	Analysis and Background	Q1 2026 – Q3 2026
Stage 3	Negotiations and Draft Framework	Q4 2026 – Q3 2027
Stage 4	Revisions	Q1 2027 – Q3 2027
Stage 5	Framework Approval	Q3 2027 – Q4 2027



10.0 Budget

10.1 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.