

***TOWN OF CARDSTON – CARDSTON COUNTY
Intermunicipal Collaboration Framework (ICF) Committee
Terms of Reference***

GOAL

1. The goal of the ICF Committee is to support the intent of ICF as outlined in section 708.27 of the MGA which reads:

“The purpose of this Part is to provide for intermunicipal collaboration frameworks among 2 or more municipalities

(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.”

PURPOSE

2. The purpose of these terms of reference is to set out the rules that will guide the meetings, deliberations and administrative management of the ICF agreement between the Town of Cardston and Cardston County.

PARTIES

3. The parties to the negotiations and thus to these terms are the Town of Cardston and Cardston County.

AGREEMENT TO CONTINUED COLLABORATION AND COOPERATION

4. The parties have concluded the initial ICF negotiation and wish to continue to address items of mutual interest and benefit to the corporate organizations and to their residents.

5. Both parties have agreed to negotiate, deliberate and cooperate in a good faith attempt to reach a mutually agreeable result that takes into account the interests of each municipality and affected stakeholders.

ROLE OF COUNCILS

6. 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.

7. This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each Council member will demonstrate leadership to act strategically as **they**

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formulate plans for each of their organizations which will bring value to the citizens of both communities.

8. Each Council will ensure that part of the orientation of new Council members consists of information related to intermunicipal collaboration.

9. Each Council shall adopt the ICF framework by bylaw as per section 708.33(1) of the MGA

COMMITTEE MEMBERS

10. The Councils of Cardston County and the Town of Cardston shall appoint a committee of Council members to participate on the ICF Committee. Each municipality shall appoint 3 elected officials (preferably one being the Mayor and Reeve) and 1 member of Administration, preferably the CAO.

QUORUM

11. Quorum for the Negotiating Committee shall be at least two elected officials from each Negotiating Team and the CAO or administration designate.

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

ADMINISTRATIVE SUPPORT TEAMS

13. Both parties will bring one administration/staff for support during meeting.

CONFLICT OF INTEREST

14. It shall be the responsibility of any member of the Negotiating or Administrative Support Teams to alert the Committee of any pecuniary or other potential conflicts of interest. The Committee shall then be responsible for determining how best to address the conflict or perception of conflict.

CONFLICT RESOLUTION

15. The municipalities recognized that the development of the ICF agreement is the start – not the end of the process. Recognizing that not all issues may be agreed upon, the municipalities support the need to establish a conflict resolution process. The process shall be as follows:

16. If the municipalities cannot come to agreement or believe the other party is not negotiating or implementing the agreement in good faith, the matter of concern will be immediately brought to the attention of their CAO. The CAO will investigate and if it as though there is substance to the matter, the matter will be immediately brought to the attention of the other municipalities CAO. Once that has occurred an effort to resolve the matter through informal problem-solving discussions is to be initiated.

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17. The CAO's will attempt to clarify the matter and recommend a mutually agreed solution to the respective ICF Committees.

18. If the ICF committee does not accept this proposal, 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.

19. If the process cannot be resolved through mediation the municipalities will select an arbitrator, sharing all costs in doing so as assigned by the arbitrator, 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 procedural fairness.

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

ROLE AND ATTENDANCE OF EXTERNAL TECHNICAL OR EXPERT ADVISORS

21. Either party may, with the agreement of the other, invite external technical or expert advisors to attend a meeting. Such an invitation should be the exception rather than the rule.

SCHEDULE AND LOCATION OF MEETINGS

22. The intention is to meet at least annually at alternating locations provided by each party. Meeting dates and locations will be confirmed at the conclusion of each meeting.

MEETING AGENDAS

23. The host party administration will develop the agenda and keep minutes for each meeting.

CHAIRING MEETINGS

24. A Mayor / Reeve / Councillor from the host community will chair the meeting.

RECORD KEEPING AND MEETING SUMMARY NOTES

25. The host municipality will produce and distribute summary notes for each meeting. The summary notes are not minutes of the meeting but are a common record of the key issues discussed and any action items or agreements that took place. These summary notes will be provided to both parties no later than 10 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 affirmed as being a true representation of what took place at the meeting that they summarize.

RESOLUTION OF ISSUES AND CONSENSUS

26. Issues will be resolved by the Committee using a consensus model with consensus being defined as, "I/we can live with it". When agreement is reached on an issue or package of issues, the Committees will represent that consensus to their respective Councils.

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

DECISION-MAKING AUTHORITY

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

REPORTING TO COUNCILS

29. Committees are responsible for keeping their Councils informed and up to date on the status of the deliberations or negotiations, and to represent the views of their Councils at the Committee table.

CONFIDENTIALITY

30. 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 negotiations shall be confidential and treated as such.

31. Council members not at the negotiating table and/or members of the respective Administrations may be informed about the deliberations during closed sessions on the condition that the information shared is kept confidential.

32. On rare occasions, it may be necessary to disclose negotiation related information to persons not involved in the process. This will only be done on a "need to know" basis and the person(s) shall be required to keep all information confidential in accordance with these Protocols.

33. Any information that is in the public domain but not the discussion about that information, need not be considered as being confidential.

BREACH OF ICF AGREEMENT

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

35. 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 CAOs will be conducted.

36. 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.

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37. 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.

38. 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 procedural fairness.

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

WITHOUT PREJUDICE DISCUSSIONS AND FULL DISCLOSURE

40. 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 negotiations and to the ultimate success of the negotiations. 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 negotiations is to be considered privileged, not for individual attribution and "without prejudice". As a result, nothing that is said as part of the negotiations can be used as evidence or information in any other process or proceeding.

ACCESS TO INFORMATION

41. Both parties agree that they will act in good faith and make all reasonable efforts to provide requested information to the Committee.

42. Subject to the confidentiality and other provisions of these Protocols, if the Committee agrees that certain information is required, either party may consult with or bring subject matter experts to a meeting to provide that information.

COMMUNICATION WITH THE MEDIA

43. The parties agree that it is in their mutual best interests to create the conditions of trust and respect that will give the negotiations the best chance of reaching a successful conclusion. Negotiating through the media runs counter to this and should therefore be avoided.

44. Each meeting agenda will have standing items related to "key messages" and "media release". Key messages are to be mutually agreed and any media release or other engagement of the media is to be joint. The CAOs shall approve media releases which will be released simultaneously.

SHARING OF COSTS

45. Any costs related to the investigation or development of necessary information for the Committee, shall be negotiated by the Committee prior to the commencement of the activity.

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Signed this 12 day of April, 2021 in Cardston, Alberta.

Cardston County Reeve Randall M. Bullock

Town of Cardston Mayor [Signature]