

INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF)

BETWEEN

TOWN OF MAYERTHORPE

AND

LAC STE. ANNE COUNTY

Preamble

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

WHEREAS the Town of Mayerthorpe (“the Town”) is an incorporated municipality located within the municipal boundaries of Lac Ste. Anne County (“the County”) and,

WHEREAS the County and the Town (collectively, the “Signatory Municipalities”) share common interests and wish to work together to provide services to their ratepayers; and

WHEREAS the MGA stipulates that municipalities that have common boundaries must create a framework agreement with each other that lists services being shared on an intermunicipal basis, how services will be delivered and funded as outlined in specific Intermunicipal Service Agreements (“ISA’S) attached; and

WHEREAS the Signatory Municipalities recognize the importance of municipal autonomy and the right of municipal self-determination; and

WHEREAS the Signatory Municipalities recognize that their common interests and that the advancement of services will benefit communities within the region; and

WHEREAS the Signatory Municipalities therefore commit to promoting, fostering and embodying the principles of mutual respect, mutual trust, and Mutual Benefit; and

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

WHEREAS the Signatory Municipalities recognize that they each, separately and together, 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 Signatory Municipalities wish to jointly help promote quality of life to residents by ensuring that a range of regional assets, programs, and services are reasonably available to all residents; and

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

WHEREAS the Signatory Municipalities 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; so

NOW THEREFORE the Signatory Municipalities enter into this ICF.

A. SIGNATORY MUNICIPALITIES

- (a) The Municipalities to this ICF are the County and the Town.
- (b) Representatives may only sign when approved to do so through a Motion or Resolution of their Council.

B. DEFINITIONS

- (a) "Capital and Operating Costs" are defined by each ISA outlined in the Schedules to this ICF.
- (b) "Councils" means either the Council of the Town or the Council of the County, as the case may be. Councils refers to the Town's and County's Councils acting jointly.
- (c) "Mutual Benefit" means the citizens of each Signatory Municipality benefit from a service subject to an ISA.

Mutual benefit as between the Signatory Municipalities also means a reciprocal relationship based on equality, respect and good faith dealing. Mutual benefit requires the Signatory Municipalities to focus developing and implementing agreements that contain win-win outcomes.

Achieving mutual benefit means establishing agreements that maintain or enhance assets, programs, services, and land-use planning for each of the Signatory Municipalities as well as fostering the goals of the Intermunicipal Development Plan. Mutual benefit should also improve the social, economic and environmental well-being of both Signatory Municipalities.

- (d) "Regional" means the geographic area of the Signatory Municipalities and the assets they own, the programs and services they provide directly and that benefit both Signatory Municipalities' citizens and land use planning and other intermunicipal matters in which they have a mutual interest.
- (e) "Representative" means a person selected by a Signatory Municipality who has authority to negotiate and recommend options to settle a dispute under the ICF or an ISA, which Council for the Signatory Municipality can ratify.
- (f) "Services" means those services that both Signatory Municipalities wish to provide jointly to their residents.
- (g) "Term" means the duration of this ICF as described in Section E.
- (h) "Year" means the calendar year beginning on January 1st and ending on December 31st.

C. PREAMBLE and SCHEDULES

- (a) The Signatory Municipalities confirm on behalf of their Councils that they have ratified the contents, matters, and commitments contained and referred to in the Preamble and body of this ICF.
- (b) The List of Schedules, and the ISA's listed there, form part of this ICF.

D. PURPOSE

- (a) The purpose of the ICF includes:
 - (i) to better serve and enhance the quality of life for the residents of the Town and the County through joint land use planning and the sharing of the Regional assets, programs, and Services that have Mutual Benefit; and
 - (ii) to serve as a tool to facilitate cooperation between the Signatory Municipalities and to ensure Services are provided to residents efficiently and cost effectively.

E. TERM, REVIEW and TERMINATION

- (a) This ICF shall come into force on final passing of a Motion approved by both Councils.
- (b) Term: The initial Term of this ICF Agreement shall be back dated to January 1, 2021 for a term of five (5) years so as to provide predictability, stability, and certainty by spanning municipal election cycles. The ICF Agreement will be automatically renewed for re-occurring Five (5) Year Terms, unless there is a replacement ICF or it is terminated under the MGA. This ICF Agreement may only be amended by mutual consent of both

Signatory Municipalities, unless specified otherwise in this ICF or in an ISA listed in Schedule E.

- (c) Review: The ICF Committee established and whose members are appointed by each Council respectively is the forum for reviewing the ICF Agreement and Schedules.
- (d) The Signatory Municipalities agree that the ICF Committee shall meet at least once annually, as otherwise required by the terms of the ICF or an ISA, or by call of the ICF Chair to review the ICF and Schedules.
- (e) If any ISA contained within this ICF expires prior to the fifth year, a review period of a replacement of the ISA must be negotiated or extended unless both the Town and the County mutually agree that the expired ISA is no longer required. Renegotiations or extensions will be conducted in accordance with the requirements set out in the ICF and Schedules.
- (f) Any new, renegotiated or extended ISA will be reviewed in conjunction with the ICF and will be updated by the Signatory Municipalities to reflect any changes.
- (g) In the event that a change in Federal or Provincial legislation has a material impact on the ability of one or more of the Signatory Municipalities to fulfill their obligations under this ICF, either the ICF Committee Chair or either Council may request an extraordinary meeting of the ICF Committee or the Councils, as appropriate, to determine what implications the change(s) may have for the ICF and to negotiate any necessary changes.
- (h) In the event that Provincial legislation changes the term of office for Municipal Elected Officials, the Signatory Municipalities agree that they will amend those Sections and Schedules of this ICF that relate to negotiations to ensure that the renegotiation and subsequent discussions take place in the middle year(s) of a Council term.
- (i) Termination: A Notice to Terminate will automatically trigger the Dispute Resolution steps outlined in Schedule C - Dispute Resolution. In the event that there is no dispute resolution process in an ISA, the Dispute Resolution Process outlined in Schedule C – Dispute Resolution shall apply.

F. ICF COMMITTEE

- (a) The Town and the County will establish an ICF Committee composed of:
 - (i) The Mayor of the Town;
 - (ii) The Reeve of the County;
 - (iii) Two other members of each Council, as chosen by resolution of that Council;
 - (iv) The Chief Administrative Officers (or their designate) of each municipality, in a non-voting and advisory role.

- (b) The purposes and functions of the ICF Committee will include acting to:
 - (i) Pursue the broad mandate of fostering effective communication regarding this ICF and the ISA's ;
 - (ii) Provide a forum to foster open, meaningful, and ongoing communication between the Signatory Municipalities regarding this ICF and the ISA's;
 - (iii) Discuss changes that could affect funding under the ISA's before changes are actually finalized or implemented;
 - (iv) Take advantage of opportunities that arise in relation to this ICF or the ISA's as they arise; and
 - (v) Use best efforts to effectively deal with issues before they become matters that require application of the Dispute Resolution provisions of this ICF.

- (c) The ICF Committee will be the appropriate forum for invitations to collaborate on future projects and ISA's, on the basis of the following protocols:
 - (i) In the event either the Town or the County wishes to initiate the development of a new project or service that may benefit residents in the region, the initiating Municipality can provide notice to the other Municipality;
 - (ii) The initiating Municipality's Chief Administrative Officer (CAO) or designate will notify the other Municipality's' CAO or designate in writing, providing a general description of the proposed idea/project, estimated costs, and timing of expenditures;
 - (iii) The CAO or designate of the initiating Municipality will provide the information to the ICF Chair and request the Chair call an ICF Committee meeting;
 - (iv) The ICF Committee will meet to discuss the proposed idea/project within thirty (30) days, and may schedule subsequent meetings as needed;
 - (v) The criteria to be used when assessing new ideas/projects are outlined in Schedule D - Terms of Reference.

- (d) The ICF Committee is to be established as of the effective date of this ICF. Each Council may review and change their appointed ICF Committee representatives at the annual ICF Committee meeting for as long as the ICF is in effect.

G. ICF COMMITTEE MEETINGS

- (a) The ICF Committee shall meet as set out in Schedule D.

- (b) Nothing in the ICF Committee provisions of this ICF will prevent meetings between the Councils to discuss this ICF or ISA's from time to time.

H. DISPUTE RESOLUTION

- (a) If a dispute arises that cannot be resolved by the ICF Committee, the Signatory Municipalities will address the dispute in accordance with the provisions of Schedule C - Dispute Resolution.

I. ACCESS to REGIONAL ASSETS, PROGRAMS, and SERVICES

- (a) The Signatory Municipalities will provide access to Regional assets, programs, and Services reciprocal to each other's residents in a manner that builds community.

J. COST-SHARING

- (a) At the time of signing this ICF the Signatory Municipalities' cost-sharing contributions are outlined in the specified ISA's listed in this document under Schedule E – Intermunicipal Service Agreements.

K. INDEMNITY

- (a) The Town shall indemnify and hold harmless the County, 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, its employees or agents in the performance of this ICF, or an ISA.
- (b) The County shall indemnify and hold harmless the Town, 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 County, its employees or agents in the performance of this ICF, or an ISA.

L. GENERAL AGREEMENT

- (a) The Signatory Municipalities agree to do such things 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 in accordance with their true intent.
- (b) No Signatory Municipality will assign its interest in this ICF Agreement or in any part thereof in any manner whatsoever, without having first received written consent from the other Signatory Municipality. Consent is not to be unreasonably withheld.
- (c) Any notice required to be given hereunder by any Signatory Municipality will be deemed to have been sufficiently given if it is delivered personally or mailed to the address of the Signatory Municipality for whom it is intended. A notice or other document sent by 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 seventh day after it was postmarked.

- (d) This ICF and the ISA's listed in Schedule E constitute the entire ICF Agreement between the Signatory Municipalities relating to the understandings, negotiations, and discussions, and supersedes all other ICF Agreements.
- (e) If any provision of this ICF is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this ICF.
- (f) This ICF may be executed in several counterparts each of which when so executed, will be deemed to be an original.
- (g) Time will be of the essence for enacting and carrying through with Schedules within this ICF.
- (h) This ICF is for the benefit of, and is binding according to the agreed upon schedule of the Signatory Municipalities and their respective successors and the assigned.

M. INTERMUNICIPAL SERVICE AGREEMENTS (ISA's) and OTHER INTERMUNICIPAL AGREEMENTS

- (a) The Signatory Municipalities have entered into the ISA's as listed under Schedule E - Intermunicipal Service Agreements.
- (b) The ISA's in Schedule E – Intermunicipal Service Agreements may be replaced or updated from time to time. Any new and/or amending ISA's as approved by Councils shall automatically form part of this ICF Agreement.
- (c) The Signatory Municipalities have an Intermunicipal Development Plan (IDP) as listed in Schedule B.
- (d) The Signatory Municipalities also participate in other initiatives beneficial to residents.

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N. SIGNATORIES

The Signatory Municipalities to this ICF hereby execute this ICF under their respective corporate duly Authorized Officers.

Signed this 30th day of March, 2022 in _____, Alberta.

x _____

Janet Jabush, Mayor
Town of Mayerthorpe

x 

Joe Blakeman, Reeve
Lac Ste. Anne County

x _____

Karen St. Martin, CAO
Town of Mayerthorpe

x 

Mike Primeau, County Manager
Lac Ste. Anne County

N. SIGNATORIES

The Signatory Municipalities to this ICF hereby execute this ICF under their respective corporate duly Authorized Officers.

Signed this 30th day of March, 2022 in Mayerthorpe, Alberta.


x  x _____

Janet Jabush, Mayor

Joe Blakeman, Reeve

Town of Mayerthorpe

Lac Ste. Anne County

x  x _____

Karen St. Martin, CAO

Mike Primeau, County Manager

Town of Mayerthorpe

Lac Ste. Anne County

LIST OF SCHEDULES

The following Schedules form part of this ICF Agreement:

Schedule A - Dates of ICF Review

Schedule B – Intermunicipal Development Plan

Schedule C - Dispute Resolution

Schedule D - Terms of Reference for ICF Committee

Schedule E – Intermunicipal Service Agreements (ISA's)

Schedule A – Schedule of Dates of ICF Review

Prior to June 30, 2022 - Initial ICF Committee Meeting

Quarter 4, 2022 ICF Committee Members annual meeting

Quarter 4, 2023 ICF Committee Members annual meeting

Quarter 4, 2024 ICF Committee Members annual meeting

Quarter 4, 2025 General Election

Quarter 4, 2025 ICF Committee Members annual meeting

Schedule B – Intermunicipal Development Plan

Town of Mayerthorpe and Lac Ste. Anne County Intermunicipal Development Plan

Schedule C – Dispute Resolution

DISPUTE RESOLUTION

1. Collaboration to Avoid Disputes
 - (a) The Signatory Municipalities agree it is in the best interests of the citizens of both municipalities to avoid the need for mediation or arbitration under these Dispute Resolution provisions.
 - (b) The Signatory Municipalities commit to engaging in open, good faith, transparent and timely communications about issues relevant to the ICF or any ISA with the goal of avoiding the need for either Municipality to serve a Notice of Dispute under these provisions.
 - (c) All reasonable efforts will be made to have a full dialogue on issues that arise under this ICF or an ISA. In particular, if correspondence, requests for information or requests for meetings to discuss issues relevant to the ICF or any ISA have not been addressed by the municipality that received it within 90 days, and the lack of response may result in initiation of the Dispute Resolution process herein, an ICF Committee Meeting will be scheduled within 15 days in order to discuss the outstanding issue or issues.
 - (d) As a general rule, communication prior to sending “Notice of Dispute” should have disclosed the material aspects of information required to be exchanged under Section 2 of this Schedule.
2. Notice of Dispute
 - (a) In the event that one Signatory Municipality (the “**Initiating Municipality**”) perceives a dispute under the framework and wishes to engage in dispute resolution, the Initiating Municipality’s Chief Administrative Officer (CAO) (or delegate) must give written notice of the matters under dispute (“**Notice of Dispute**”) to the other Signatory Municipality’s (the “**Recipient Municipality**”) Chief Administrative Officer (CAO) or Council.
 - (b) The Notice of Dispute shall include:
 - (i) A concise description of the issue(s) in dispute;
 - (ii) A concise description of the remedy being sought by the Initiating Municipality, including an estimate of any dollar amounts involved;
 - (iii) A reference to all relevant documents relevant to the issue(s) in dispute (where applicable);
 - (c) Within 10 days (business days) of receiving a Notice of Dispute, the Recipient Municipality shall reply to the Initiating Municipality acknowledging receipt of the Notice of Dispute and may provide its preliminary comments and request further particulars with respect to the issue(s) in dispute.

- (d) Within 30 days (business days) of serving the Notice of Dispute, the Initiating Municipality shall provide the Recipient Municipality with:
 - (i) A concise summary of the Initiating Municipality's position with respect to the issue(s) in dispute.
 - (ii) Any and all documents that are relevant to the issue(s) in dispute; and
 - (iii) Anything else the Initiating Municipality considers relevant to the issue(s) in dispute.
- (e) Within 40 days (business days) of serving the Notice of Dispute, the Recipient Municipality shall provide the Initiating Municipality with:
 - (i) A concise summary of the Recipient Municipality's position in response to the issue(s) in dispute
 - (ii) any and all documents that are relevant to its response to the issue(s) in dispute; and
 - (iii) Anything else the Recipient Municipality considers relevant to the issue(s) in dispute.

3. Negotiation

- (a) Within 60 days (business days) after the Notice of Dispute is given, the ICF Committee will meet and attempt to resolve the issue(s) in dispute.
- (b) All members of the ICF Committee will make themselves available for such meetings as may reasonably be required for a fulsome negotiation and will work with one another to resolve the dispute in accordance with the TOR.

4. Mediation

- (a) In the event the ICF Committee is unable to resolve an issue in dispute, the Signatory Municipalities will seek the assistance of a mediator acceptable to both Signatory Municipalities.
- (b) If the Signatory Municipalities cannot agree on a Mediator, the ICF Committee will select the Mediator.
- (c) The Initiating Municipality must provide the Mediator with an outline of the issue(s) dispute, any agreed statement of facts and any relevant documents.
- (d) Both Signatory Municipalities must give the Mediator access to all records, documents and information that the mediator may reasonably request.
- (e) Both Signatory Municipalities 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.

- (f) All proceedings involving a Mediator are without prejudice, and the costs of mediation shall be shared equally between the Signatory Municipalities.

5. Report

- (a) If the dispute has not been resolved within 6 months after the notice is given, the initiating Signatory Municipality must, within 21 days, prepare and provide to the other Signatory Municipalities with a report.
- (b) The report must contain a list of the matters agreed on and those on which there is no agreement between the Signatory Municipalities.
- (c) The initiating Signatory Municipality may prepare a report before the 6 months have elapsed if the Parties agree.

6. Appointment of Arbitrator

- (a) Within 14 days of a report being provided, the Signatory Municipalities must appoint an Arbitrator and the Initiating Municipality must provide the Arbitrator with a copy of the report.
- (b) If the Signatory Municipalities cannot agree on an Arbitrator within 14 days of the report's delivery, the Initiating Municipality 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 that the Minister deems necessary.

7. 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 708.34 – 708.43) of the Municipal Government Act (MGA) as of January 1, 2020.
- (b) The Arbitrator must convene a preliminary meeting within 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) Signatory Municipalities 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 the Signatory Municipalities 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 the ICF or ISA, or both;
 - (ii) require a Signatory Municipality to cease any activity that is inconsistent with the ICF or ISA;
 - (iii) provide for how a municipality's Motions or Bylaws must be amended to be consistent with the ICF or ISA;
 - (iv) award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs, having regard to the provisions of s.9(d) of this Schedule.

8. 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.

9. Arbitrator's Order

- (a) Unless the Signatory Municipalities 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 S. 708.41 of the MGA.
- (c) The Arbitrator must provide a copy of the order to each Signatory Municipality.
- (d) The Arbitrator will award costs against a Signatory Municipality found to have:
 - (i) Failed or refused to deal with a matter in dispute required by this ICF, an ISA or the TOR;
 - (ii) Unreasonably failed or refused to negotiate amendments made necessary by Section E(g) or (h) of the ICF;

- (iii) Unreasonably or unnecessarily delayed the negotiation, mediation or Arbitration process;
 - (iv) Published inaccurate or unreasonably inflammatory statement about the dispute to ratepayers and/or in local media; and
 - (v) Acted in bad faith in relation to the issue under dispute or the dispute resolution process itself.
- (e) If an order of the Arbitrator is silent as to costs, a Signatory Municipality may apply to the Arbitrator within 30 days of receiving the order for a separate order respecting costs.

10. Costs of Arbitrator

Subject to an order of the Arbitrator or an agreement by the Signatory Municipalities, the costs of an Arbitrator must be paid on a proportional basis, by the municipalities that are to be Signatory Municipalities to the framework in accordance with S. 708.41 (1) of the MGA.

Schedule D – Terms of Reference for the ICF Committee (“TOR”)

DEFINITIONS

1. Unless specifically defined in this TOR, the meaning of the terms used in this TOR are the same as in the ICF.

JOINT TERMS

2. Under the terms of their Intermunicipal Collaboration Framework (ICF), Town of Mayerthorpe (the Town) and Lac Ste. Anne County (the County), (collectively the “Signatory Municipalities”) have agreed to establish a joint ICF Committee Terms of Reference (TOR).

TASK

3. The task of the ICF Committee is to:
 - (a) foster open, meaningful, good faith, respectful, timely and ongoing communication with the intent of fostering effective and ongoing collaboration between the Signatory Municipalities;
 - (b) ensuring routine monitoring of the health of the Signatory Municipality's intermunicipal relationship and agreements; and
 - (c) to provide a forum for dealing with issues and capitalizing on opportunities that are for the Mutual Benefit of the citizens of both Signatory Municipalities. In so doing, the ICF Committee will develop recommendations to the Councils of both Signatory Municipalities on matters of intermunicipal strategic direction, cost sharing and cooperation in the development delivery of programs and services provided directly by each Signatory Municipality.

PURPOSE

4. The purpose of this TOR is to clarify the purposes and role of, and meeting procedure for the ICF Committee and set out the rules that will guide collaborative discussions between the Signatory Municipalities at the ICF Committee table.

ICF COMMITTEE REPRESENTATIVES

5. The ICF Committee alternate will only attend and participate in meetings when the appointed Representative is unable to attend.
6. When ICF Committee Representatives are unable to attend a meeting, the administration of the relevant Signatory Municipality is responsible for contacting and updating the Alternate prior to a meeting.

QUORUM

7. Quorum shall be any two Elected Officials from each Signatory Municipality.

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

TERM, CHAIR AND ADMINISTRATIVE SUPPORT

9. The Elected Officials assigned by the Councils to the ICF Committee shall serve a term of four years, unless they are removed from office or resign from the ICF Committee, in which case the relevant Municipality will appoint a new ICF Committee member.
10. The ICF Committee Chair shall be elected by the members of the ICF Committee from amongst the Elected Officials assigned by the Councils to the ICF Committee. For the reasons of continuity, the ICF Committee Chair shall normally serve a term of one year, unless otherwise agreed by the ICF Committee. The ICF Committee Chair position will rotate between the Town and the County.
11. The ICF Committee Chair, with any support needed from their Administration, shall be responsible for developing the agenda for each meeting, after requesting input from both Signatory Municipality's Administration.
12. An initial draft agenda will be provided to ICF Committee members four calendar days in advance of a meeting along with previously distributed Summary Notes for the previous meeting. ICF Committee members may submit additions to the agenda up to two calendar days in advance of a meeting.
13. The ICF Committee Chair, with the support of their Administration, will also coordinate the distribution of any supporting materials to ICF Committee members.
14. Support from either Signatory Municipality's staff members is permitted when requested by the ICF Committee. There is no restriction on the composition of such support. On invitation, staff members may attend ICF Committee meetings to provide clerical support, recommendations, and advice as required by the ICF Committee.
15. The ICF Committee Chair will ensure that a written ICF Committee update, with recommendations, if any, ("Summary Notes"), distributed to ICF Committee members within 10 calendar days following that meeting for their approval.
16. Once Summary Notes are approved, the ICF Committee Chair will ensure they are given to the Councils.

CONDUCT and CONFLICT OF INTEREST

17. The ICF Committee will adopt a Code of Conduct, similar to the Council Codes of Conduct adopted by each Signatory Municipality. The Code of Conduct may be amended or updated from time to time, at the discretion of the ICF Committee.
18. ICF Committee members agree to engage in good faith and respectful behaviour and to respect different points of view at all times throughout the ICF Committee's work. As needed, the ICF Committee Chair may call for a "time out".

19. The pecuniary interest provisions of the Municipal Government Act (MGA) Section 169-173, as amended from time to time, will apply to all ICF Council members. Any ICF Committee Member who has a pecuniary interest is required to recuse themselves prior to discussions.

ROLE AND ATTENDANCE OF EXTERNAL TECHNICAL OR EXPERT ADVISORS

20. If the presence of an external advisor or technical expert would enhance the discussion of an issue or issues, the ICF Committee may invite external technical or expert advisors to attend a meeting. The ICF Committee Chair with the support of their Administrative Official shall be responsible for issuing such an invitation, identifying the topic for the Expert(s) involvement and setting scheduled time for their participation. Unless the Signatory Municipalities agree to share the costs, any costs of an external advisor or technical expert shall be borne by the Signatory Municipality requesting the external advisor or technical expert.

REPRESENTATION AT ICF MEETINGS

21. Both the Town and the County agree that attending ICF Committee meetings shall be a priority for all appointed members of the ICF Committee.
22. All members of the ICF Committee shall have an equal voice at the table and equal representation. The Chair may impose time limits on any speaker to ensure such equality.
23. Participants other than the ICF Committee will be allowed to speak only when recognized by the ICF Chair.

MEETING FREQUENCY, SCHEDULE AND LOCATION

24. The ICF Committee shall meet annually, as set out in Schedule "A", unless additional meetings are required under the terms of this ICF or an ISA, called for by a quorum of ICF Committee members or called by the ICF Chair.
25. The Chair of the ICF Committee will call any additional meetings reasonably required to attempt to avoid or resolve any disputes that may arise in the course of implementing the ICF or the ISA's.
26. All ICF meetings will be held in public, with the exception of closed sessions in accordance with the MGA Section 197(2).
27. The annual ICF Committee meeting is to be jointly established by September 1 and held prior to the first quarter of the following year.
28. The location of meetings shall alternate between the Town and the County or can be held by video conference or agreed upon meeting platform if required.

RECORD KEEPING

29. The ICF Committee, assisted by Administration, will comply with the provisions of FOIPP and be cognizant of the requirement of confidentiality under the MGA Section 197 (2) with

respect to record keeping. Summary Notes are public information. Elected Signatory Representatives will initialize each page of the Summary Notes.

30. The ICF Chair will keep the original Summary Notes and the other Signatory Municipality will keep a copy for their records.

CAUCUSING

31. Caucusing can be a useful tool. Both the Town and the County agree that caucusing will be used as needed and that either party may request a caucus at any point during the course of the ICF Committee's discussions.
32. When a caucus is requested, the ICF Committee 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 ICF Committee Chair will ask both the Town and the County 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

33. Issues will be resolved by the ICF Committee using a consensus model with consensus being defined as, "we can both live with it". Once synthesized and distilled to a consensus by the ICF Committee the recommendation is provided to the Town and the County Councils in the Summary Notes. All ICF Committee members will represent and support that consensus to their respective Councils.
34. Any agreement reached by the ICF Committee is to be considered an agreement in principle for recommendation and is subject to the approval of both Councils.

DECISION-MAKING AUTHORITY

35. Respective Councils for each party shall be the ultimate decision-making authority on matters regarding this ICF and the ISAs.
36. 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.

CONFIDENTIALITY AND WITHOUT PREJUDICE DISCUSSIONS

37. The Parties recognize the ICF Committee plays an integral role in the intermunicipal relationship and that, where appropriate, its meetings should be open to the public.
38. The Parties acknowledge, however, that the ICF Committee must comply in all respects with the provisions of the MGA and FOIPP, which may require closed sessions for such compliance.
39. The Parties also acknowledge the ICF Committee will play a key role in dispute resolution in the intermunicipal relationship. To encourage resolution of disputes without the need for mediation, arbitration or litigation, the ICF Committee may also agree to hold without prejudice discussions about potential or actual disputes in closed session from time to time.

40. Any reports to the Parties' Councils on ICF Committee discussions that were held in closed sessions will be received during a closed session of the Council meeting.

INFORMATION-SHARING

41. The Town and the County agree that they will act in good faith and make all reasonable effort to inform and provide requested and relevant information to the ICF Committee.

COMMUNICATION WITH THE MEDIA

42. The Town and the County agree that it is in their mutual best interests to create the conditions of trust and respect that will give the ICF Committee the best chance of being successful. Negotiating through the media runs counter to this and is therefore to be avoided.
43. The Town and the County 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 the "key message" and "media release". Key messages are to be mutually agreed by the ICF Committee and the Councils prior to any media release or other engagement with the media. The Mayor of the Town and the Reeve of the County are the spokesperson for their respective Councils and shall communicate the mutually agreed public messaging.

PROVINCIAL LAW AND REGULATIONS

44. Notwithstanding any of the provisions of this TOR, when they are in conflict with Provincial law or regulation, Provincial law or regulation shall prevail.

Schedule E – Intermunicipal Service Agreements (ISA's)

1. West End Bus Memorandum of Agreement
2. Road Crossing Agreement Well 8
3. Road Crossing Agreement Well 13
4. Road Crossing Agreement Well 16
5. Road Agreement -Township Road 574 A (Road Plan 1525322)
6. Road Agreement - 42nd Avenue
7. Driveway Snow Removal Indemnity Agreement (57315 Highway 22)
8. Memorandum of Understanding Temporary Cover-Off Water/Wastewater Treatment Plants
9. Memorandum of Understanding Temporary Cover-Off Water/Wastewater Treatment Plants Amendment 1
10. Joint Operational and Cost Sharing Agreement for Fire Services
11. Ste. Anne Emergency Response Centre Building and Land Agreement
12. Ste. Anne Emergency Response Centre Building Lease Agreement with Associated Ambulance and Services (Whitecourt) Ltd.
13. Ste. Anne Emergency Response Centre Summer Mowing Maintenance Agreement
14. Ste. Anne Emergency Response Centre Winter Snow Clearing Maintenance Agreement
15. Emergency Management Mutual Aid Assistance Agreement
16. Recreation and Culture Intermunicipal Services Agreement