

INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF) AGREEMENT  
BETWEEN

---



*And*



TOWN OF  
**PEACE RIVER**  
ALBERTA

**Intermunicipal Collaboration Framework ICF  
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INTERMUNICIPAL COLLABORATION FRAMEWORK

BETWEEN

THE TOWN OF PEACE RIVER

AND

THE MUNICIPAL DISTRICT OF PEACE NO. 135

WHEREAS

The Act requires that Councils in municipalities that have common boundaries collaborate to develop and deliver services through an Intermunicipal Collaboration Framework where it is agreed efficiencies will mutually benefit more than one municipality;

The Town of Peace River and the Municipal District of Peace No. 135 share a common border;

The Town of Peace River and The Municipal District of Peace No. 135 share common interests and wish to work together to provide services to benefit the ratepayers in their communities;

The Parties wish to help provide quality of life to their ratepayers by ensuring that a range of regional assets, programs and services are effectively, efficiently and economically delivered, and are reasonably available to the residents of their region;

The Act stipulates that municipalities that have a common boundary must create a framework ICF with each other that lists services being shared on an intermunicipal basis, how services will be delivered and the funding arrangements for these services;

The Parties recognize the importance of municipal autonomy and the right of municipal self-determination;

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

The Parties commit to promoting, fostering and embodying cooperation, collaboration, coordination and communication in their relationships with each other and to base that relationship on the principles of mutual benefit and mutual respect;

The Parties recognize that they each, separately and together with the other Party, 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;

The Parties 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.

## 1. DEFINITIONS

In this ICF, the following definitions apply:

- a. "Act" means the Municipal Government Act, RSA 2000, c. M-26 as amended or replaced.
- b. Base Population of the County of Northern Lights means the population of the County of Northern Lights as established yearly by Municipal Affairs data.
- c. Base Population of the MD means the population of the MD as established yearly by Municipal Affairs data.
- d. Base Population of Northern Sunrise County means the population of Northern Sunrise County as established yearly by Municipal Affairs data.
- e. Base Population of the Town means the population of the Town as established yearly by Municipal Affairs data.
- f. "Capital" means tangible capital assets as defined in the CICA Public Sector Accounting Board handbook, Section 3150 and includes new facilities, expansions to existing facilities and amplification of use of existing facilities; and, any assets that are materials such as concrete, wood, brick and mortar and physical properties or machinery such as a Zamboni machine or ice maker etc.
- g. "Capital Lifecycle Costs" means the costs the Town will incur over the lifespan of the Capital assets required to provide the Regional Services.
- h. "Chief Administrative Officer" has the meaning attributed to it in section 1(1) of the Act.
- i. "Cultural Services" means the:
  - i. Museum,
  - ii. Athabasca Hall, and
  - iii. FCSS services.
- j. "Effective Date" means the date set out in section 4.c.

- k. "ICF" means this Intermunicipal Collaboration Framework.
- l. "Intermunicipal Collaboration Framework Committee" or "ICF Committee" means the committee appointed under section 6 of this ICF.
- m. "MD" means The Municipal District of Peace No. 135.
- n. "Equalized Assessment" means equalized assessment as published by Municipal Affairs on an annual basis.
- o. "MD" means the Municipal District of Peace No. 135.
- p. "MD Contribution" means the MD's contribution to the Costs for the Regional Services. The MD's contribution is set out in a formula as:

MD Contribution = A x [(B x C) + (D x E)] where:

A = Net Operating Expenses plus Capital Lifecycle Costs

B = Affected Percentage of Regional Population

C = Population Weighting Percentage

D = Percentage of Regional Equalized Assessment

E = Equalized Assessment Weighting Percentage

- q. "Net Operating Expenses" means the Town's operating expenses for the Regional Services less the operating revenues.
- r. "Parks" includes but is not limited to the 12 outdoor playgrounds within the Town, the six outdoor skating rinks in the Town, the two "event parks" (12 Foot Davis and Riverfront Park), the skateboard park, the BMX track, the toboggan hills, the Normand Boucher Arboretum and the fenced off-leash dog park.
- s. "Party" means the Town or the MD.
- t. Recreational Services means the
  - i. Spray Park,
  - ii. Playing Fields,
  - iii. Trails,
  - iv. Ski Hill,
  - v. Pool,
  - vi. Multiplex Arena; and
  - vii. Recreation Administration and Programs.

- u. "Regional Equalized Assessment" means the total equalized assessment for the County of Northern Lights, Northern Sunrise County, the MD and the Town, as published by Municipal Affairs on an annual basis.
- v. "Regional Population" means the Base Population of the MD, the Base Population of the Town, the Base Population of the County of Northern Lights and the Base Population of Northern Sunrise County.
- w. "Representative" means a person selected by a Party who:
  - i. holds a senior position with the Party; and
  - ii. has authority to negotiate for or settle a dispute on behalf of the Party.
- x. "Regional Services" means Cultural Services, Parks and Recreational Services.
- y. "Term" means the duration of this ICF as described in Section 4.
- z. "Town" means the Town of Peace River.
- aa. "Year" means the calendar year beginning on January 1st and ending on December 31st.

2. PREAMBLE and SCHEDULES

- a. The Preamble, appendices and the List of Schedules are part of this ICF.
- b. The following Schedules form part of this ICF:
  - i. Schedule A - Dates of ICF Review
  - ii. Schedule B – ICF Committee Terms of Reference (TOR)
  - iii. Schedule C – Cost Sharing Formula for Regional Services
  - iv. Schedule D – Dispute Resolution

3. PURPOSE

- a. The Parties wish to create the opportunity to better serve and provide quality of life to the residents of the MD and the Town through the sharing of the costs of Regional Services.
- b. The purpose of this ICF is to set out the:
  - i. terms for the ICF Committee,
  - ii. Regional Services and the MD Contribution, and
  - iii. terms for dispute resolution.

#### 4. TERM, AMENDMENT, RENEGOTIATION, TERMINATION and REVIEW

##### *Term*

- a. In accordance with Act, this ICF comes into force on final passing of the resolutions by both the Town and the MD.
- b. The Parties acknowledge that the Term provides predictability, stability and certainty by spanning municipal election cycles.
- c. The Effective Date of this Agreement is April 1, 2021.
- d. The initial Term of this ICF is April 1, 2021 to March 31, 2026.

##### *Amendment*

- e. This ICF may only be altered or amended in any of its provisions when any such changes are put in writing and signed by both Parties.
- f. If a Party wishes to amend the ICF, the Party must give ninety (90) days' written notice to the other Party.

##### *Review*

- g. If a change in Federal or Provincial Legislation has material impact on the ability of one or more of the Parties to fulfill their obligations under this ICF, they may request a meeting of the Parties to review the ICF to determine what implications the change may have for the ICF and to review and negotiate any necessary changes.
- h. If Provincial legislation changes the term of office for municipal elected officials, the Parties 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 of a Council's term and make any other required changes arising from the change in legislation.

##### *Renegotiation*

- i. The Parties, through a resolution of Council, may request renegotiation of any or part of this ICF by providing a written request to the other Party within a ninety day period that is more than one year prior to the renegotiation of the ICF and in accordance with Schedule "A".
- j. To ensure that the aim of providing predictability, stability and certainty is achieved, it is the intent of the Parties that this ICF not be easy to renegotiate and that the provisions of the Section 4 be the normal process for renegotiation. Notwithstanding this intent, in exceptional cases when there is a significant

change of circumstances, such as a natural disaster, the Parties (with Resolutions of Councils) may mutually agree to renegotiate the ICF in whole or in part outside of the normal process and timelines outlined in Schedule "A".

*Termination*

- k. A Party may provide the other Party a Notice to Terminate the agreement upon two years' notice.
- l. If a Party provides a Notice to Terminate, the provision of the Notice to Terminate automatically triggers the Dispute Resolution as outlined in Section 5.

5. DISPUTE RESOLUTION

- a. Before referring a matter to arbitration, the Parties shall attempt to amicably resolve the matter or dispute using the dispute resolution provisions in Schedule "D".
- b. In the event:
  - i. any matter is required to be determined by binding arbitration under this ICF,
  - ii. either Party requests binding arbitration where the matter or dispute is arbitrable under this ICF, or
  - iii. the Parties collectively agree in writing to refer a matter or dispute, to arbitration,

the matter or dispute, as the case may be, shall be arbitrated in accordance with Schedule "D".

6. INTERMUNICIPAL COLLABORATION FRAMEWORK COMMITTEE

- a. To foster open, meaningful and ongoing communication, the Parties agree to establish a Committee with the broad mandate of fostering effective communication between the Parties and providing a forum, both for dealing with issues before they become problems and taking advantage of opportunities that may arise from time to time.
- b. The Committee is to be established as of the effective date of this ICF and continued at respective organizational meetings of each Party on an annual basis as long as the ICF is in effect.
- c. Each Party shall appoint the members of the Committee by a motion or as assigned by each Party.



- d. The ICF Committee shall be governed by the Terms of Reference as set out in Schedule B.
- e. It is agreed by the Town and the MD that the Intermunicipal Collaboration Framework (ICF) Committee shall meet at least once annually to review the terms and conditions of the ICF, and any issues and opportunities that may arise.

7. NEW COUNCIL ORIENTATION MEETINGS

- a. Recognizing the importance of this ICF to their relationship and of ensuring that each Council as a whole and each member of Council individually have a common understanding of its provisions, the Parties agree to hold a joint orientation to the ICF for their Councils and senior administrative staff within six (6) months following a general municipal election.

8. JOINT LAND-USE PLANNING

- a. The Parties recognize that at any given time, the terms of the most current Intermunicipal Development Plan (IDP) in effect shall apply unless waived in whole or in part by mutual agreement of the Parties.

9. ACCESS TO REGIONAL ASSETS, PROGRAMS and SERVICES

- a. Each Party will provide access to regional assets, programs and services to each others' residents in a manner that welcomes all residents in the region and builds community.

10. FUTURE PROJECTS & ICFS

- a. If either Party initiates the development of a new project or service or both that may require a cost-sharing ICF or an amendment to ICF, the initiating Party's Chief Administrative Officer will notify the other Party's Chief Administrative Officer of such intent.
- b. Once either Party has received written notice of a new project, an ICF Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Elected Officials agree otherwise.

11. INDEMNITY

- a. The MD 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 MD, its employees or agents in the performance of this ICF.

- b. The Town shall indemnify and hold harmless the MD, 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.

## 12. GENERAL PROVISIONS

- a. The Parties shall 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 Party will assign its interest in this ICF or any part of it, in any manner whatsoever without having first received written consent from the other Party. Such consent is not to be unreasonably withheld, provided that in no event will any assignment which may have been consented to, release or relieve the assignor from its obligations to fully perform all of the terms, covenants and conditions of this ICF or its parts.

- c. All notices under this Agreement must be in writing and must be delivered to:

- i. To the Town:

Town of Peace River  
PO Box 6600  
9911 – 100 Street  
Peace River, AB T8S 1S4

Attention: Christopher Parker, Chief Administrative Officer  
Email: [cparker@peaceriver.ca](mailto:cparker@peaceriver.ca)

- ii. To the MD:

Municipal District of Peace No.135  
P.O. Box 34, 5240 – 52 Avenue  
Berwyn, AB T0H 0E0

Attention: Barbara Johnson, Chief Administrative Officer  
E-mail: [bjohnson@mdpeace.com](mailto:bjohnson@mdpeace.com)

- d. Any notice required to be given under this ICF by any Party will be deemed to have been sufficiently given if it is:

- i. delivered personally,
- ii. mailed by pre-paid registered mail to the address of the Party for whom it is intended, or
- iii. emailed to the email address of the Party for whom it is intended.

A notice or other document sent by registered 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 fourth day after it was postmarked. A notice by email will be deemed to have been received 24 hours after the time the Party sent it.

- e. The ICF constitutes the entire agreement between the Parties relating to the subject matter of this ICF and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties in relation to the subject matter of this ICF. There are no warranties, representations or other agreements among the Parties in connection with the subject matter hereof except as specifically set forth in this ICF. The Parties agree that the Intermunicipal Cooperation Agreement Between the Town of Peace River and the Municipal District of Peace No. 135 signed July 29, 2010 terminates effective March 31, 2021. The MD agrees to pay the Town the amounts owing to the Town by the MD under the Municipal District of Peace No. 135 signed July 29, 2010 for the period of January 1, 2021 to March 31, 2021. For greater clarity, the MD shall pay to the Town a pro rated contribution for 2021 calculated as follows:

$$\$80,142/365 \times 90 = \$19,761.04,$$

being the amount owing to the Town by the MD up to March 31<sup>st</sup> with the remaining \$60,380.96 to be applied towards the amount owing under this Agreement for 2021.

- f. If any term or condition of this ICF or the application of it to any Party or circumstance is held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this ICF or application of such term or condition to a Party or circumstance other than those to which it is held invalid or unenforceable, will not be affected and each remaining term or condition of this ICF will be valid and enforceable to the fullest extent permitted by law.
- g. This ICF may be executed in several counterparts each of which when so executed, will be deemed to be an original. Such counterparts will constitute the one and same instrument and notwithstanding their date of execution, will be deemed to bear the date as of the effective date of this ICF.
- h. This ICF will be governed by and construed in accordance with the laws of the Province of Alberta.

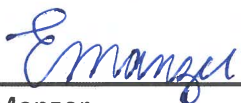
- i. Time will be of the essence.
- j. This ICF is for the benefit of and is binding upon the Parties and their respective successors and approved assignees.

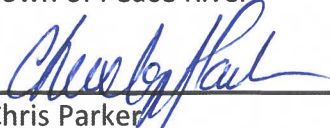
13. MUNICIPAL SERVICES


- a. Service Pillars: The Town and the MD have reviewed their services and based upon the review determined it to be most efficient and effective at the time of signing, for each Party to independently provide the services that are not part of the intermunicipal service agreements listed below.
- b. The Town and the MD reviewed the municipal services they provide to their ratepayers. They have the following intermunicipal service agreements:
  - i. Peace Regional Mutual Aid Agreement 2017
  - ii. Northwest Alberta Emergency Resource Agreement
  - iii. Fire Services Agreement
  - iv. Peace Regional Subdivision and Development Appeal Board Agreement
  - v. Intermunicipal Development Plan
- c. The agreements noted in Section 13 (a) above may be terminated, replaced or updated from time to time and any subsequent agreements shall be deemed automatically in effect and respected by this ICF.
- d. The Town and the MD acknowledge they also have independent agreements with other regional parties.


The Parties hereby sign this ICF by elected officials as duly authorized officers.

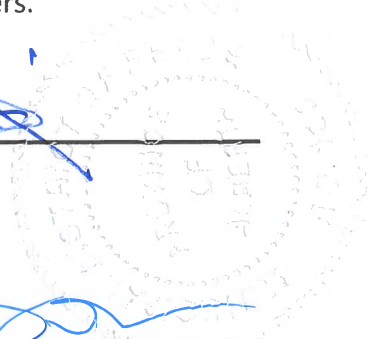
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in Alberta.

  
 \_\_\_\_\_  
 Elaine Manzer  
 Mayor  
 Town of Peace River

  
 \_\_\_\_\_  
 Chris Parker  
 CAO, Town of Peace River

  
 \_\_\_\_\_  
 Robert Willing  
 Reeve  
 MD of Peace No. 135

  
 \_\_\_\_\_  
 Barbara Johnson  
 CAO, MD of Peace No. 135



## SCHEDULE A – DATES OF ICF REVIEW

As per the MGA requirements, the ICF review schedule is:

April 1	2021	ICF Term begins
Quarter 4	2021	ICF Committee members named (Org. meeting)

Quarter 1	2022	Review ICF terms and conditions
Quarter 4	2022	ICF Committee members named (Org. meeting)

Quarter 1	2023	Review ICF terms and conditions
Quarter 4	2023	ICF Committee members named (Org. meeting)

Quarter 1	2024	Review ICF terms and conditions
Quarter 4	2024	ICF Committee members named (Org. meeting)

Quarter 1	2025	Review ICF terms and conditions
Quarter 4	2025	Municipal Election
Quarter 4	2025	ICF Committee members named (Org. meeting)

Quarter 1	2026	Review terms and conditions
March 31	2026	ICF Term ends

## **SCHEDULE B – ICF COMMITTEE TERMS OF REFERENCE**

### **TOWN OF PEACE RIVER & MUNICIPAL DISTRICT OF PEACE NO. 135 INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF) COMMITTEE TERMS OF REFERENCE (TOR)**

#### **JOINT TERMS**

1. Under the terms of their Intermunicipal Collaboration Framework, the Town of Peace River and the Municipal District of Peace No. 135 have agreed to establish a joint Intermunicipal Collaboration Framework Committee (the “ICF Committee”).

#### **TASK**

2. The task of the ICF Committee is to:
  - a. foster open, meaningful and ongoing communication with the intent of fostering effective and ongoing collaboration between the Town of Peace River and the Municipal District of Peace No. 135;
  - b. ensure routine monitoring of the health of their intermunicipal relationship and agreements; and
  - c. provide a forum for dealing with issues and capitalizing on opportunities that are sustainable and in the long-term best interests of the people of the Town and the MD.

In so doing, the ICF Committee will develop recommendations to the Councils of both Parties on matters of intermunicipal strategic direction, capital costs funding and cooperation, or any other matter delegated by mutual agreement by each respective Council.

#### **PURPOSE**

3. The purpose of these Terms of Reference is to set out the rules that will guide collaborative discussions between the Town of Peace River and the Municipal District of Peace No. 135.

#### **GOOD FAITH**

4. Both Parties have agreed to collaborate in a good faith attempt to reach mutually agreeable results that take into account the interests of both municipalities.

#### **ICF COMMITTEE COMPOSITION**

5. The Councils of the Municipal District of Peace No. 135 and the Town of Peace River will each appoint two elected officials and an alternate and one administrative official to the ICF Committee.

## **QUORUM**

6. Quorum shall be any two elected officials and the administrative official or designate from each Party.
7. For purposes of quorum, the administrative officials may designate an alternate should one or both be unable to attend a meeting.
8. Quorum shall be established at the start of a meeting. Under normal circumstances, should there be no quorum after ½ hour (30 minutes) after the scheduled starting time of a meeting, the meeting will be adjourned. In exceptional cases, the Parties may waive quorum by mutual agreement.

## **PUBLIC PRESENCE AT MEETINGS**

9. All meetings of the ICF Committee are closed.

## **MEETING CHAIR AND ADMINISTRATIVE SUPPORT**

10. The ICF Committee Chair shall be elected by the members of the Committee from amongst the Elected Officials and shall normally serve a term of one year with the position rotating between the Parties.
11. Unless otherwise determined by the ICF Committee, the Party from which the Chair is chosen shall normally provide the administrative support to the Committee for the term of the Chair.

## **OBSERVERS**

12. Observers are permitted at the discretion of the Committee. Observers will not be permitted to participate in the deliberations of the ICF Committee.

## **CONFLICT OF INTEREST**

13. It shall be the responsibility of any member of the ICF Committee or Administrative Support Teams to alert the Intermunicipal Committee of any pecuniary or other potential conflicts of interest (MGA Section 169-173). Conflicts of interest are not only relevant to voting, they also require recusing oneself prior to any discussions. The ICF Committee shall then be responsible for determining how best to address the conflict of interest or perception of conflict of interest.

## **ADMINISTRATIVE TECHNICAL OR EXPERT SUPPORT**

14. Support from staff members from each Party is permitted. There is no restriction on the composition of such support. Staff members shall not participate in discussions unless invited to do so by the meeting Chair.

## **ROLE AND ATTENDANCE OF EXTERNAL TECHNICAL OR EXPERT ADVISORS**

15. 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 shall be responsible for issuing such an invitation, identifying the topic for the expert's involvement and setting scheduled time for their participation

#### **REPRESENTATION AT NEGOTIATION SESSIONS**

16. Both Parties agree that attending ICF Committee meetings shall be a priority for all members of the Committee.
17. All members of the ICF Committee shall have an equal voice at the table.
18. Advisors and support team members will be allowed to speak only when recognized by the meeting Chair.

#### **MEETING FREQUENCY, SCHEDULE AND LOCATION**

19. The ICF Committee shall meet at least annually. The ICF Committee will also meet as required under Section 10.b. of the Intermunicipal Collaboration Framework Agreement.
20. The annual schedule of meetings is to be jointly established by September 1 of the previous year so that it can be taken into consideration by the Parties in preparation for their respective organizational meetings.
21. The location of meetings shall alternate between the Town and the MD.

#### **SESSION AGENDAS**

22. The Committee Chair shall be responsible for developing the agenda for each meeting in consultation with ICF Committee members.
23. An initial draft agenda will be distributed with the summary notes for the previous meeting within ten (10) calendar days following that meeting. The Administrative Support Teams for the ICF Committee will subsequently distribute a final version of the agenda seven days in advance of the meeting that it covers.
24. The Administrative Support Teams will also coordinate the distribution of any supporting materials to ICF Committee members.

#### **RECORD KEEPING AND MEETING SUMMARY NOTES**

25. The Administrative Support Teams for the ICF Committee will produce and distribute confidential summary notes for each meeting and will provide them to ICF Committee members no later than ten (10) calendar days following a meeting. These summary notes will constitute the neutral record of ICF Committee deliberations. 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 confirmed as being a true representation of what took



place at the meeting that they summarize. The notes are confidential and may not be used as evidence in any other proceeding unless mutually agreed by the Parties.

#### **RESPECTFUL DISCUSSION AND BEHAVIOUR**

26. ICF Committee members agree to engage in respectful behaviour and to respect different points of view at all times throughout the ICF Committee's work. As needed, the Chair or any ICF Committee member may call for a "time out".

#### **CAUCUSING**

27. Caucusing can be a useful tool. Both Parties 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 deliberations.
28. When a caucus is requested, the 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 Chair will ask both Parties 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**

29. The ICF Committee will resolve issues using a consensus model with consensus being defined as what the ICF Committee recommends based on deliberations of facts, analysis and rationale and once synthesized to a consensus for recommendation, as a member support for the collective recommendation. When agreement is reached on an issue or package of issues, ICF Committee members will represent that consensus to their respective Councils.
30. The ICF Committee shall be subject to the Dispute Resolution Process identified in Schedule D of the Intermunicipal Collaboration Framework Agreement.
31. 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**

32. Respective Councils for each Party shall be the ultimate decision-making authority.
33. 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.

#### **REPORTING TO COUNCILS**

34. The ICF Committee is responsible for keeping respective Councils informed and to represent the views of Councils in its deliberations.

35. Unless mutually agreed by the Parties, the ICF Committee Members will report to their respective Councils in closed session to respect the confidentiality of the ICF Committee's work. The information provided is not to be disclosed by any ICF Committee member or member of Council or the Administrative Support Teams to the media or any other person unless mutually agreed by the ICF Committee members or unless the information is already in the public domain. Information and messaging from the ICF Committee must be clarified and consistent when reporting to their respective Councils.

#### **CONFIDENTIALITY**

36. 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 ICF Committee's work shall be confidential and treated as such.
37. Council members and members of the respective Administrative Support Teams may be informed about the ICF Committee's deliberations during closed sessions on the condition that the information shared is kept confidential and within the context consistent with the overall ICF Committee deliberations, not detail specific to certain members of the ICF Committee.
38. Any information that is in the public domain need not be considered confidential. Despite this, the discussion of such information within the ICF meetings is to be considered confidential.

#### **WITHOUT PREJUDICE DISCUSSIONS, NO ATTRIBUTION AND FULL DISCLOSURE**

39. 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 intermunicipal relationship and to the ultimate success the ICF Committee's deliberations with respect to the issues at hand. 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 ICF Committee's deliberations is to be considered as being privileged, not for individual attribution and "without prejudice". As a result, nothing that is said as part of the ICF Committee's work can be used as evidence or information in any other process or proceeding. The outcome of issues resolved can be shared as agreed by the ICF Committee with Council and publicly if approved by both Councils.

#### **INFORMATION-SHARING**

40. Both Parties agree that they will act in good faith and make all reasonable efforts to inform as well as provide requested and relevant information to the ICF Committee.

#### **COMMUNICATION WITH THE MEDIA**

41. The Parties 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.
42. The Parties 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 Party must confirm with their Councils through standing agenda items related to “key messages” and “media release”. The ICF Committee and both Councils must mutually agree on key messages for any media release or other engagement of the media.

#### **COMMUNICATION WITH THE PUBLIC**

43. During the course of the ICF Committee’s work, it may be necessary or desirable or both to communicate with or otherwise engage the public. The Parties agree that the ICF Committee will be responsible for determining how best to do this and that any action to do so will be based on mutually agreed messages and methods with both Councils being informed and appropriately involved.

#### **SOCIAL MEDIA**

44. The ICF Committee members shall not use their personal social media accounts to provide information related to the ICF Committee’s work, ensuring that no social media presence happens unless coordinated, consistent and responsive to the needs of the public.

#### **PROVINCIAL LAW AND REGULATIONS**

45. Notwithstanding any of the provisions of these Terms of Reference, when they are in conflict with Provincial law or regulation, Provincial law or regulation will prevail.

## SCHEDULE C – COST SHARING FORMULA FOR REGIONAL SERVICES

1. Each year during the Term of the ICF the Parties will undertake the following 3 calculations:
  - a. MD Contribution= (The Town's Net Operating Expenses for providing the ICF Regional Services+ Capital Lifecycle Costs for providing the ICF Regional Services) x ((Percentage of Regional Population x 40%) + (Percentage of Regional. Equalized Assessment x 60%));
  - b. MD Contribution= (The Town's Net Operating Expenses for providing the ICF Regional Services+ Capital Lifecycle Costs for providing the ICF Regional Services) x ((0) + Percentage of Regional Equalized Assessment); and
  - c. MD Contribution= (The Town's Net Operating Expenses for providing the ICF Regional Services+ Capital Lifecycle Costs for providing the ICF Regional Services) x ((Percentage of Regional Population) + 0)
2. The MD's Contribution to the Town's costs for the provision of ICF Regional Services for that year will be the lower amount of the 3 calculations.
3. Prior to undertaking the calculations in each year throughout the term of the ICF, the Town shall update each formula annually to reflect current year equalized assessment figures and population (provided annually by the Province) and the Town's prior year actual Net Operating Expenses and Capital Lifecycle Costs for the provision of the ICF Regional Services. To be clear, the amount of contribution by the MD towards the Town's Capital Life Cycle Costs will not be negotiated and determined annually, it will be incorporated annually into the 3 calculations set out above.

For clarity, based on the 2019 financial information provided by the Town and agreed to by the MD, the MD's contribution to the provision of the ICF Regional Services by the Town would be determined by using the following 3 equations:

1. MD Contribution of \$545,220.65 = \$2,944,780 (Net Operating Expenses for Agreed Services) + \$489,090 (Net Operating Expenses for Parks) + \$2,801,354 (Capital Lifecycle Costs for Agreed Services)+  
$$\$104,551 \text{ (Capital Lifecycle Costs for Parks)} \times ((1747/14136) \times 40\%) + ((\$289,155,828/\$4,741,051,139) \times 60\%));$$
2. MD Contribution of \$386,726.28 = (\$2,944,780 + \$489,090 + \$2,801,354 + 104,551) x ((0 + \$289,155,828/\$4,741,051,139)); and
3. MD Contribution of \$783,502.19 = (\$2,944,780 + \$489,090 + \$2,801,354 + 104,551) X ((1747/14,136) + 0)

The lower of the 3 calculations would see the MD contribute \$386,726.28 to the Town's operating costs for provision of the ICF Regional Services based on 2019 numbers.

4. The Town shall annually calculate the amounts owing by the MD annually and shall annually invoice the MD as provided for in the table below. The MD shall pay the invoices on or before the dates set out in the table below.

Base Year to be used by the Town to calculate the MD Contribution (January 1 to December 31)	Year of the Term	Town's Invoicing Date	MD's Payment Date
2020	2021 MD Contribution	December 14, 2021	January 14, 2022
2021	2022 MD Contribution	April 30, 2022	July 1, 2022
2022	2023 MD Contribution	April 30, 2023	July 1, 2023
2023	2024 MD Contribution	April 30, 2024	July 1, 2024
2024	2025 MD Contribution	April 30, 2025	July 1, 2025

5. The annual MD Contribution is for the period of April 1 of one Year to March 31 of the next Year.

## SCHEDULE D – DISPUTE RESOLUTION

1. Notice of dispute
  - a. In the event that one Party perceives a dispute under the framework and wishes to engage in dispute resolution, the initiating Party's Chief Administrative Officer must give written notice of the matters under dispute to the other Party's Chief Administrative Officer (the "Notice of Dispute").
2. Negotiation
  - a. Within thirty (30) days of a Notice of Dispute being received, the ICF Committee shall meet and attempt to resolve the dispute.
3. Mediation
  - a. In the event the ICF Committee is unable to resolve a dispute, or part of a dispute, the Municipal District of Peace No. 135 and Town of Peace River will seek the assistance of a mediator acceptable to both Parties.
  - b. The initiating Party shall provide the mediator with an outline of the dispute and any agreed statement of facts.
  - c. Both Parties shall provide the mediator access to all records, documents and information that the mediator may reasonably request.
  - d. Both Parties shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, attempt to negotiate in good faith in order to resolve the dispute.
  - e. All proceedings involving a mediator shall be without prejudice, and the costs of such mediation shall be shared equally between Parties.
4. Report
  - a. If the dispute has not been resolved within six (6) months after the Notice of Dispute is received, the initiating Party shall, within 21 days after the six (6) month deadline, prepare and provide to the other Party a report on the nature of the dispute, the Parties' respective positions with respect to the dispute and the outcome of the mediation, if any.
  - b. The report must contain a list of any matters agreed upon by the Parties and those on which there is no agreement between the Parties.
  - c. If the Parties agree, or if the Parties were unable to agree on a mediator, the initiating Party shall prepare the report before the six (6) months have elapsed.
5. Appointment of Arbitrator
  - a. Within 30 days of a report being received, the Representatives of the Parties shall appoint an Arbitrator and the initiating Party shall provide the Arbitrator with a copy of the report.
  - b. If the Representatives cannot agree on an Arbitrator, the initiating Party is required to forward a copy of the report to the Minister with a request to the Minister to appoint an Arbitrator to resolve the dispute.

- c. In appointing an Arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

6. Arbitration process

- a. Where arbitration is used to resolve a dispute, the arbitration and the Arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in Division 3 of Part 17.2 of the Act and Part 1 of the *Intermunicipal Collaboration Framework Regulation*, as amended or replaced.
- 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 shall identify those facts, if any, that are not in dispute.
- d. In advance of the Arbitration, the Parties shall provide to the Arbitrator and the other Party a copy of all documents to be relied upon in the Arbitration.
- e. The Arbitrator may order any Party to produce any additional documents that the Arbitrator considers relevant.
- f. The Arbitrator may appoint one or more experts to report on specific issues.
- g. With the agreement of the Parties, the Arbitrator may solicit submissions from the public.
- h. Subject to the Arbitrator's discretion and the agreement of the Parties, the hearings are open to the public.
- i. The Arbitrator may do the following:
  - i. require an amendment to an ICF;
  - ii. require a Party to cease any activity that is inconsistent with an ICF;
  - iii. provide for how a municipality's motions or bylaws must be amended to be consistent with an ICF;
  - iv. award any costs, fees and disbursements incurred in respect of the dispute resolution process and determine which Parties shall bear those costs.

7. Deadline for resolving dispute

- a. The Arbitrator shall resolve the dispute within one year from the date the Notice of Dispute was received.
- b. If an Arbitrator does not resolve the dispute within the time prescribed, the Minister may grant an extension of the time or appoint a replacement Arbitrator on such terms and conditions that the Minister considers appropriate.

8. Arbitrator's order

- a. Except where the Parties resolve the disputed issues prior to or during the Arbitration, the Arbitrator shall 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 any timelines for the implementation of the order, and
  - v. specify all expenditures incurred in the arbitration process for payment under Section 708.41 of the Act.
- c. The Arbitrator shall provide a copy of the order to each Party.
  - d. The Arbitrator must make an award that resolves the dispute between the Parties.

9. Costs of Arbitrator

- a. The Parties agree that that each Party's proportion of the costs of Arbitration shall be determined by dividing the amount of that Party's equalized assessment by the sum of the equalized assessments of both of the Parties as set out in the most recent equalized assessment published by the Province.