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VILLAGE OF CREMONA  
&  
MOUNTAIN VIEW COUNTY  
INTERMUNICIPAL COLLABORATION  
FRAMEWORK

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**Master Agreement**



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***INTERMUNICIPAL COLLABORATION  
FRAMEWORK***

***MASTER AGREEMENT***

***Between***

***The Village of Cremona and Mountain View County***

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**PREAMBLE**

WHEREAS Mountain View County and the Village of Cremona are committed to the principles of “Mutual Benefit”, “Shared Responsibility”, “Municipal Autonomy”, “Making the Community a Better Place” and “Influencing Our Future in a Positive Way”;

AND WHEREAS the Village and the County are committed to working cooperatively together to meet the challenges and capitalize on the opportunities that the future and their shared circumstances will bring;

AND WHEREAS trust and mutual respect are the foundation for a good, positive, enduring and effective relationship between the Village and the County;

AND WHEREAS the Village and the County subscribe to a belief in a broad sense of community that extends beyond their respective boundaries;

AND WHEREAS the Village and the County recognize that their common interests are greater than their differences and that the advancement of their shared interests will benefit all communities;

AND WHEREAS the Village and the County acknowledge that the advancement of their shared interests is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication;

AND WHEREAS the Village and the County recognize that they both have a significant role to play in the success of their shared region and will ultimately share both the risks and the rewards of their cooperative efforts;

AND WHEREAS the Village and the County have undertaken an extensive facilitated municipal collaboration initiative;

AND WHEREAS the Village and the County want to provide quality of life to their shared community by ensuring that growth management, planning, programs and services are effectively, efficiently and economically delivered and are reasonably available;

AND WHEREAS this Intermunicipal Collaboration Framework is meant to be a master agreement from which a number of subsequent agreements flow;

AND WHEREAS this Agreement and all subsequent agreements are to be interpreted as encouraging and enabling cooperation between the Village and the County;

NOW THEREFORE THIS AGREEMENT BEARS WITNESS that the Village of Cremona and Mountain View County agree as follows:

## **1 SIGNATORIES**

- 1.1 The Signatories to this Agreement are the Village of Cremona and Mountain View County.
- 1.2 The terms "*Signatory*" and "*Signatory Municipalities*" are used interchangeably in this Agreement.

## **2 DEFINITIONS**

- 2.1 "**Consensus**" means "We can live with it, are comfortable with the result and will own it when we take it to our Councils."
- 2.2 "**Community**" when used in this Agreement is the Village of Cremona and Mountain View County together.
- 2.3 "**Capital**" means those tangible assets having significant value and physical substance that are used in the supply of goods and services related to that asset; and have a useful economic life greater than one year, are to be used on a continuing basis and are not for sale in the ordinary course of operations. Financial assets such as cash and reserves are not included in this definition.

### **3 PURPOSE**

- 3.1 The purpose of this Agreement and the sub-agreements that flow from it is to better serve and provide quality of life to the community that is the Village of Cremona and Mountain View County by ensuring that growth management, land use planning, programs and services are effectively, efficiently and economically delivered and are reasonably available to them.
- 3.2 This Agreement is to be the foundational agreement from which a number of sub-agreements flow. It expresses the intent, common elements and broad parameters applicable to the sub-agreements.

### **4 PREAMBLE, SCHEDULES and ATTACHMENTS**

- 4.1 The Signatories confirm and ratify the contents, matters and commitments contained and referred to in the body, preamble, schedules and attachments to this Agreement.
- 4.2 The preamble, schedules and attachments are part of this Agreement.

### **5 EFFECTIVE DATE**

- 5.1 This Agreement shall have force and effect on 1 January, 2018.

### **6 TERM**

- 6.1 **Term.** The initial term of this Agreement is to be seven (7) years from its effective date so as to provide predictability, stability and certainty by spanning municipal election cycles. The Agreement will be automatically renewed for subsequent four (4) year terms unless there is a replacement agreement in place or it has been terminated under Article 17.3.

### **7 PRECEDENCE**

- 7.1 In the case of any conflict, the provisions contained in this Agreement shall have precedence over those in any sub-agreement unless otherwise stated.

### **8 DECISION-MAKING**

- 8.1 Unless otherwise delegated, decision-making related to this Agreement and/or its sub-agreements shall be vested in the Signatory Councils.
- 8.2 The process model included as Schedule 2 (*Process Model*) will guide how the Signatories will determine what issues, projects and initiatives are joint and therefore subject to this Agreement and a joint approach.

- 8.3 In the event that a Council decides to independently pursue an issue, project or initiative that has been subject to the process outlined in Schedule 2 (*Process Model*) and found not to be joint, that Council shall provide its rationale for so doing to the other Council to ensure understanding, avoid putting the other Council in a politically delicate position and reinforce the bonds of respect and trust between them.
- 8.4 The Signatories are each responsible for the initial vetting of proposals and initiatives emerging from their respective communities. If a Signatory has a proposal or initiative of its own or determines that a third-party proposal or initiative has the potential to deliver mutual benefit, then that proposal or initiative may be submitted to the Intermunicipal Cooperation Committee who will use the Process Model in Schedule 2 to decide whether to support or not support a recommendation for approval.
- 8.5 The over-arching criterion against which all proposals or initiatives will be tested shall be mutual benefit.

## 9 INTERMUNICIPAL COOPERATION COMMITTEE (ICC)

- 9.1 **Intent.** To foster open, meaningful and ongoing communication, the Signatories agree to establish a joint *Intermunicipal Cooperation Committee* (the “Committee”) with the broad intent of fostering effective collaboration between them; ensuring routine monitoring of the health of their intermunicipal relationship and agreements; and providing a forum both for dealing with issues before they become problems and capitalizing on opportunities that might arise in a mutually beneficial and timely fashion.
- 9.2 **Effective Date.** The Committee is to be established as of the effective date of this Agreement and subsequently renewed at the respective Organizational Meetings of each Signatory Municipality on an annual basis as long as the Agreement is in effect.
- 9.3 **Composition and Quorum.** The Committee is to be two Elected Officials and the Chief Administrative Officers or designate of each Signatory. Quorum shall be four members consisting of any one Elected Officials and the CAO or designate from each Signatory.
- 9.4 **Reporting.** The Committee will routinely report but no less than once annually to the Signatory Councils in open session on the health of their intermunicipal relationship and cooperation agreements. This will normally take place in accordance with Article 10.1.
- 9.5 **Guided by Protocols.** The Committee shall be guided by the intent and provisions of the Protocol attached as Schedule 4 (*Intermunicipal Collaboration Framework Committee / Working Group Protocols*).
- 9.6 **Meeting Chair and Administrative Support.** The Committee Chair shall be elected by the members of the Committee from amongst the Elected Officials and shall normally serve for a term of two years with the position rotating between the Signatories. Unless

otherwise determined by the Committee, the Signatory from which the Chair is chosen shall normally provide the administrative support to the Committee for the term of the Chair.

- 9.7 **Terms of Reference.** The Terms of Reference for the Committee are to be reviewed by both Signatory Councils by 15 September annually. The Committee Terms of Reference shall be written in accordance with Article 12.2.
- 9.8 **CAOs.** Unless otherwise specified by the Signatory Councils acting jointly, the CAOs for the Village and the County shall be accountable for the administration of this Agreement and its sub-agreements.

## 10 MEETINGS

- 10.1 **Councils.** The full Councils of the Signatories are to meet together as required but no less than once a year in the first half of the calendar year (1 January – 30 June) with the primary intent of receiving the annual report of the Intermunicipal Cooperation Committee in accordance with Article 9.4 and of maintaining and building the relationship between the Town and the County.
- 10.2 **Intermunicipal Cooperation Committee.** The ICC shall meet at least twice each year with an "issues" and "opportunities" focused agenda. Meeting dates are to be set by 15 September annually for the subsequent calendar year. Either Signatory may call for additional meetings if required.
- 10.3 **Chief Administrative Officers (CAOs).** The CAOs are to consult with each other at least monthly to ensure that intermunicipal cooperation is being effectively implemented.

## 11 JOINT POST MUNICIPAL ELECTION ORIENTATION

- 11.1 Recognizing the importance of this Agreement and the sub-agreements that flow from it to their relationship and the importance of ensuring that each Signatory Council as a whole and each member of Council individually have a common understanding of its provisions and the provisions of the sub-agreements, the Signatories agree to hold a joint orientation to the Agreements for their Councils and senior administrative staff by 30 June of the calendar year following a general Municipal Election.

## 12 JOINT COMMITTEES / WORKING GROUPS

- 12.1 Committees established under this Agreement may be "standing" or "ad hoc". A Standing Committee would typically fulfill a continual role while an Ad Hoc Committee would be of short term duration. The same would apply to Working Groups established for specific purposes under this Agreement.

12.2 Terms of Reference for joint committees and working groups established under this Agreement or any of its sub-agreements shall as a minimum contain the following information:

- Committee / Working Group Title
- Purpose
- Mandate / Tasks and Limitations
- Duration
- Composition, Alternates and Observers
- Quorum
- Deliverables
- Reporting Expectations
  - To Whom
  - Frequency
  - Format
- Administrative Support
- Annual Review of Terms of Reference
- Dissolution of the Committee / Working Group

12.3 Unless otherwise mutually agreed, joint committees and working groups will operate in accordance with Schedule 4 (*Committee / Working Group Protocols*).

## **13 ACCESS to MUNICIPAL FACILITIES, PROGRAMS and SERVICES**

13.1 To contribute to the quality of life of their respective residents, the Signatory Municipalities want to ensure access to each other's facilities, programs and services. The Signatories therefore agree to provide access to municipal facilities, programs and services to each other's residents in a manner that does not differentiate between them.

## **14 CAPITAL PLANNING and COST-SHARING**

14.1 **Joint Capital Planning.** The Signatories agree that they will create a joint approach to capital planning for those capital assets that deliver mutual benefit. It is to be complementary to their individual plans and be aligned with respective budget cycles so that due consideration on capital funding can be made by the individual Councils.

14.2 **Capital Funding.** The Signatories agree to the principle of shared investment for shared benefit. Capital funding decisions will be informed by the joint capital planning contemplated in Article 14.1 with the funding share and method of funding being determined on a case-by-case basis.

14.3 **Business Case Requirement.** Any capital project proposed for joint funding must be supported by a business case that clearly identifies the benefits to both municipalities.

- 14.4 **Asset Management.** The Signatories agree that they will each create and make operational an asset management plan that they will share with each other. Such plans are to be updated and shared on an annual basis. Unless otherwise agreed, the Signatory that is paying the largest share of the net operating costs for a facility or capital asset that is being jointly funded shall be responsible for managing that asset. Where the Signatories are paying an equal share of the net operating costs, by mutual agreement, one of them will be assigned responsibility for managing that asset.

## 15 OPERATING COST-SHARING

- 15.1 **Recreation Facility Funding.** The recreation facilities in the Village of Cremona are owned and operated by community groups. Mountain View County will therefore deal directly with the community groups on issues related to recreation facility funding for operations. The Village of Cremona agrees that it will become involved when its population reaches 1000. A baseline funding contribution in support of recreation facility operations will be established in 2018 and adjusted for inflation annually in accordance with Article 15.4.
- 15.2 **Policy and Service Level Development.** The Signatories agree that the opportunity for input into policy and service level development will accrue to all facilities, programs and services for which there is operational cost-sharing by the Signatories.
- 15.3 **Benefitting Area.** Unless otherwise specified in a sub-agreement, the benefitting area for purposes of operational cost-sharing will be the geographic area described in Schedule 5.
- 15.4 **Annual Adjustment.** Unless otherwise specified in a sub-agreement, the annual Alberta consumer price index (CPI) for “all goods” as calculated by Statistics Canada for the most recent one year period as of 1 January for the calendar year will be used to determine annual adjustments for operational cost-sharing.
- 15.5 **Sub-Agreements.** The Signatories agree that operational cost-sharing will be a component of each sub-agreement as appropriate.

## 16 GEOGRAPHIC AREA

- 16.1 Each sub-agreement as identified in Article 21 will be defined by a specific geographic area.
- 16.2 The provisions of this Agreement will apply to the geographic areas assigned in each sub-agreement.

## 17 REVIEW, RENEGOTIATION and TERMINATION

- 17.1 **Review.** At the request of either Signatory, the Agreement may be reviewed in calendar year 2019. The provisions of Article 17.2 apply to any amendment or

renegotiation resulting from that review unless it be mutually agreed by the Signatories.

## 17.2 **Renegotiation.**

17.2.1 Signatories may request renegotiation of all or part of this Agreement and/or its sub-agreements by providing a written request to the other Signatory within a 90 day period that begins two years prior to the expiry of the initial seven (7) year term or two years prior to the subsequent four year anniversary dates thereafter. A request to renegotiate shall identify what is to be negotiated and why the request to renegotiate is being made. Schedule 1 (*Review, Renegotiation and Termination Dates*) outlines relevant dates.

17.2.2 To ensure that the aim of providing predictability, stability and certainty is achieved, the provisions of Article 17.2.1 are to be the normal process for renegotiation. Notwithstanding this intent, the Signatories may mutually agree to renegotiate the Agreement in whole or in part outside of the process specified in Article 17.2.1 and timelines outlined in Schedule 1 (*Review, Renegotiation and Termination Dates*).

17.2.3 Renegotiation of all or part of this Agreement and/or any of its sub-agreements shall be completed within 18 calendar months of the date of receipt of a request to renegotiate or of the date on which mutual agreement to renegotiate is achieved.

## 17.3 **Termination.**

17.3.1 Recognizing that this Agreement helps to define the relationship between the Signatories and that they wish to provide predictability, stability and certainty across municipal election cycles while balancing their right to terminate the Agreement if necessary, Signatories may terminate it by providing notice in writing to that effect to the other Signatory within a 90 day period that begins two years prior to the expiry of the initial seven (7) year term or two years prior to the subsequent four year anniversary dates thereafter.

17.3.2 A Notice to Terminate will automatically trigger the Dispute Resolution steps outlined in Article 18. Should Dispute Resolution be unsuccessful, the Agreement will then terminate as of the next anniversary date of its signing following the completion of the final step of the Dispute Resolution process. Schedule 1 (*Review, Renegotiation and Termination Dates*) outlines relevant dates.

17.4 **Changes to Federal and/or Provincial Legislation.** In the event that a change in Federal or Provincial Legislation has significant impact on the ability of the Signatories to fulfill their obligations under this Agreement, either may request an extraordinary meeting of the Signatories to determine what implications the change(s) may have for the Agreement and to negotiate any necessary changes to it.

- 17.5 **Other Changes.** In the event that any other change in circumstance has significant impact on the ability of either of the Signatory Municipalities to fulfill its obligations under this Agreement, either may request an extraordinary meeting of the Signatories to determine what implications the change(s) may have for the Agreement and to negotiate any necessary changes to it.

## 18 DISPUTE RESOLUTION

- 18.1 The Village of Cremona and Mountain View County are committed to acting reasonably and in good faith and to making their best efforts to find common ground and to reach consensus. The tenets reflected in the Preamble to this Agreement are an expression of that commitment. They and the philosophy that they define as well as the commitment embodied by this Agreement to working collaboratively to achieve mutual benefit shall guide dispute resolution.
- 18.2 In the event of a dispute between the Signatories concerning but not limited to a default or breach or about the interpretation or application of any of the provisions, terms, covenants or conditions contained within this Agreement or any of its sub-agreements as set out in Article 21 or when a Notice to Terminate the Agreement has been given the Signatories shall undertake the following Dispute Resolution steps:
- a. Step One – Negotiation (between the Signatories);
  - b. Step Two – Mediation and/or Facilitation in accordance with Schedule 3 (*Dispute Resolution*); and
  - c. Step Three – Arbitration in accordance with Schedule 3 (*Dispute Resolution*).

## 19 OTHER PROVISIONS

- 19.1 **Further Assurances.** The Signatories covenant and agree to do such things and execute such further documents, agreements and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Agreement and/or any of its sub-agreements in accordance with their true intent.
- 19.2 **Assignment of Agreement.** No Signatory will assign its interest in this Agreement.
- 19.3 **Notices.** Any notice required to be given hereunder by any Signatory will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Signatory 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 business day after it was postmarked.
- 19.4 **Entire Agreement.** This Agreement and its sub-agreements constitute the entire agreement between the Signatories relating to the subject matter contained within

them and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Signatories in relation to that subject matter. There are no warranties, representations or other agreements among the Signatories in connection with the subject matter of the Agreement and its sub-agreements except as specifically set forth within them.

- 19.5 **Unenforceable Terms.** If any term, covenant or condition of this Agreement and/or its sub-agreements or the application thereof to any Signatory or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and/or its sub-agreements or the application of such term, covenant or condition to a Signatory or circumstance other than those to which it is held invalid or unenforceable, will not be affected thereby and each remaining term, covenant or condition of this Agreement and/or its sub-agreements will be valid and enforceable to the fullest extent permitted by law.
- 19.6 **Amendments.** This Agreement and/or its sub-agreements may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Signatories. (See also Articles 17.2, 17.4 and 17.5).
- 19.7 **Remedies Not Exclusive.** No remedy herein conferred upon any Signatory is intended to be exclusive of any other remedy available to that Signatory but each remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute.
- 19.8 **No Waiver.** No consent or waiver, express or implied, by any Signatory to or of any breach or default by any other Signatory, in the performance by such other Signatory of their obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such Signatory. Failure on the part of any Signatory to complain of any act or failure to act of another Signatory or to declare such Signatory in default, irrespective of how long such failure continues, will not constitute a waiver by such Signatory of its rights hereunder.
- 19.9 **Counterparts.** This Agreement and/or its sub-agreements 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 as of their Effective Date.
- 19.10 **Governing Law.** This Agreement and its sub-agreements will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.
- 19.11 **Time.** Time will be of the essence for this Agreement and its sub-agreements.
- 19.12 **Binding Nature.** This Agreement and its sub-agreements will be binding upon the Signatories and their respective successors and permitted assigns.

## 20 LIST of SCHEDULES

20.1 The following Schedules are part of this Agreement:

1. Review, Renegotiation and Termination Dates
2. Process Model
3. Dispute Resolution
4. Joint Committee and Working Group Protocols
5. Benefitting Area: Cremona Recreation Area

## **21 SUB-AGREEMENTS**

21.1 Responsibility for negotiating and implementing any sub-agreement may be delegated to the CAOs. (See Article 8.1)

21.2 Potential sub-agreements that may flow from and be subject to the provisions of this Agreement might include but not be limited to the following:

- Joint Growth Management
  - Land Use Planning
    - Intermunicipal Development Plan (IDP)
  - Master Servicing Plan
- Economic Development and Tourism
- Utilities including Bulk Water
- Agricultural Services
- Shared Facility Funding
  - Library
  - Fire Hall
  - Recycling Centre
- Family and Community Support Services (FCSS)
- Transportation
  - Road Grading
  - Dust Control
- Shared Services - may include but not be limited to:
  - Corporate and Financial Services
  - Planning and Development
  - Engineering
  - Community Services
- Fire, Emergency Management and Protective Services
- Recreation Board

**IN WITNESS WHEREOF** the Signatories have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this \_\_\_ day of \_\_\_\_\_, 2017 in \_\_\_\_\_, Alberta.

**MOUNTAIN VIEW COUNTY**

**VILLAGE OF CREMONA**

Per: \_\_\_\_\_  
Reeve Bruce Beattie

Per: \_\_\_\_\_  
Mayor Tim Hagen

Per: \_\_\_\_\_  
CAO Tony Martens

Per: \_\_\_\_\_  
CAO Luana Smith

## **SCHEDULE 1**

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### **Review, Renegotiation and Termination Dates**

**October 2017** – Municipal Election.

**1 January 2018** – Effective date of the Agreement.

**1 January – 31 December 2019** – Agreement review if requested by either Signatory.

**October 2021** – Municipal Election.

**1 January 2023** – On this date a ninety (90) calendar day window opens during which a Request for Renegotiation or a Notice of Termination can be filed. If the latter, Dispute Resolution as outlined in Article 18 is triggered.

**1 January 2025** – Agreement renews for an additional four (4) year term unless: the Agreement has been amended or a new Agreement has been negotiated in response to a Request for Renegotiation; or, Dispute Resolution in response to a Notice of Termination has been unsuccessful, in which case the Agreement terminates.

**October 2025** – Municipal Election.

**1 January 2027** – On this date a ninety (90) calendar day window opens during which a Request for Renegotiation or a Notice of Termination can be filed. If the latter, Dispute Resolution as outlined in Article 18 is triggered.

**1 January 2029** – Agreement renews for an additional four (4) year term unless: the Agreement has been amended or a new Agreement has been negotiated in response to a Request for Renegotiation; or, Dispute Resolution in response to a Notice of Termination has been unsuccessful, in which case the Agreement terminates.

**October 2029** – Municipal Election.

**1 January 2031** – On this date a ninety (90) calendar day window opens during which a Request for Renegotiation or a Notice of Termination can be filed. If the latter, Dispute Resolution as outlined in Article 18 is triggered.

**1 January 2033** – Agreement renews for an additional four (4) year term unless: the Agreement has been amended or a new Agreement has been negotiated in response to a Request for Renegotiation; or, Dispute Resolution in response to a Notice of Termination has been unsuccessful, in which case the Agreement terminates.

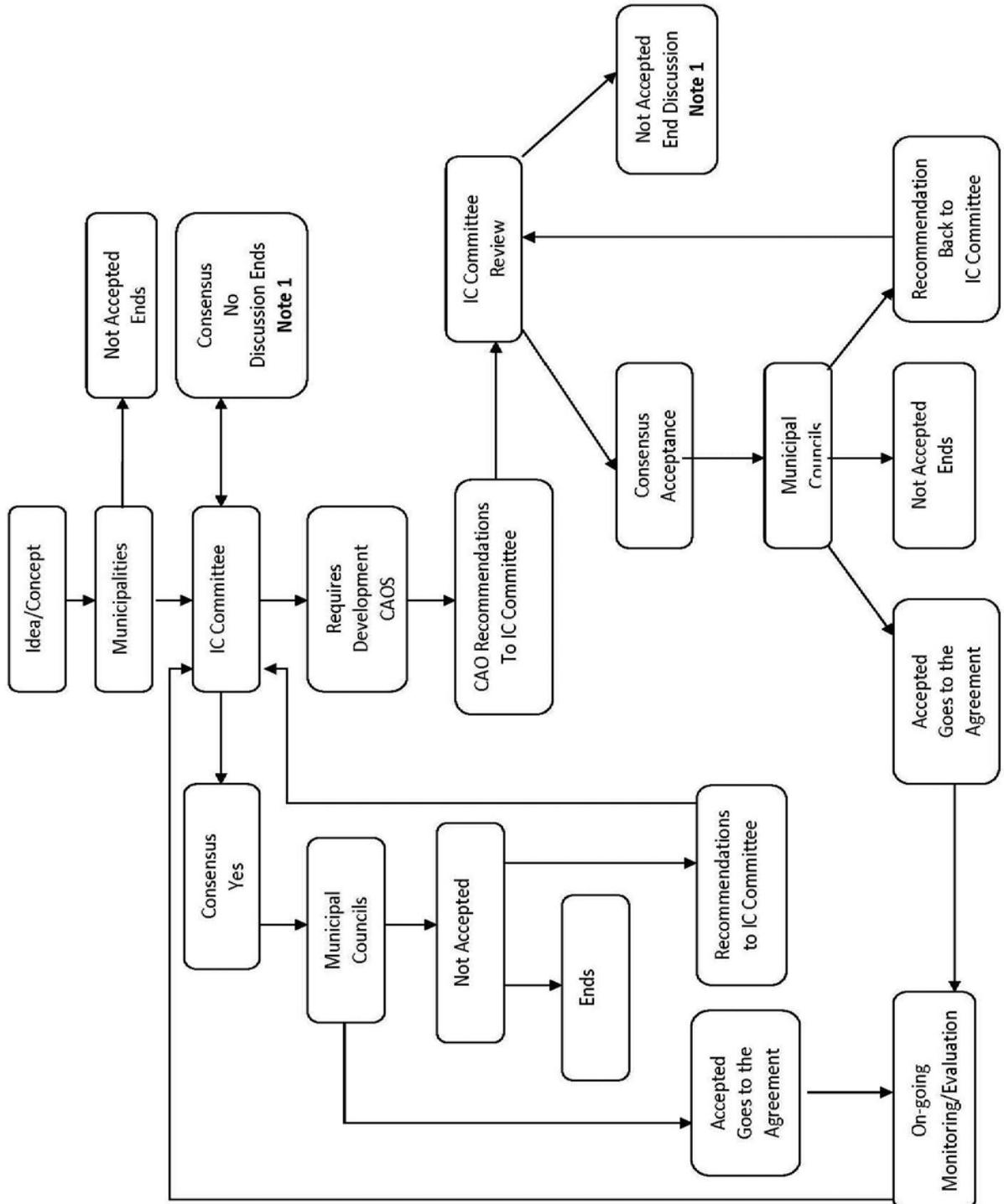
**October 2033** – Municipal Election.

The elements outlined above continue to repeat on a four (4) year cycle unless the Agreement in place at the time has been renegotiated or terminated.

The intent is to ensure that any renegotiation or negotiation triggered by a request for termination takes place in the middle two years of a Council's term to ensure an informed discussion of the issues and to avoid the political uncertainty that often characterizes an election year.

## SCHEDULE 2

### PROCESS MODEL



**Note 1:**

- In cases where the ICC reaches a "No" consensus for an idea or concept, the proponent of the idea or concept always has the right to apply to one or both municipal Councils for support of their idea or concept.
- If one or both of the municipal Councils approves the idea or concept, it will be reported to the next ICC meeting.

## **SCHEDULE 3**

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### **DISPUTE RESOLUTION**

#### **Dispute Resolution**

Notwithstanding the provisions laid out in this Schedule (Schedule 3) for the Mediation/Facilitation and Arbitration steps of the Dispute Resolution process specified in Article 18, nothing in this Agreement shall prevent the Signatories from using other mutually agreed methods of resolving the dispute.

#### **Mediation/Facilitation**

Mediation is the second step in the Dispute Resolution process outlined in Article 18 of this Agreement. It assumes that both Signatories will act reasonably and make best efforts to understand the interests of the other and to reach consensus on a resolution to the issue(s), dispute or disagreement that brought them to the table. When Mediation/Facilitation is triggered, the following initiating process will apply:

- If the Signatories, acting reasonably, have been unable to resolve an issue, dispute or disagreement in the first step of the Dispute Resolution process laid out in Article 18 of this Agreement, either of them may request in writing that the matter be referred to Mediation/Facilitation.
- Within 20 business days of the receipt of a written request to submit a matter to Mediation/Facilitation, the Signatories shall agree upon a mediator/facilitator to assist them.
- Mediation/Facilitation will begin within 15 business days of the engagement of the mediator/facilitator.
- The Signatories agree that they shall pay the cost of the mediation/facilitation equally.

#### **“Cooling Off” Period**

In the event that Mediation/Facilitation is unsuccessful in resolving the issue(s), dispute or disagreement, there will be a “cooling off” period of 30 days before the Arbitration step of the Dispute Resolution process begins. This 30 day “cooling off” period will commence on the day following the final day of the involvement of the mediator/facilitator under Article 18 of this Agreement.

## **Arbitration**

Arbitration is the third and final step of the Dispute Resolution process outlined in Article 18 of this Agreement. When Arbitration is triggered, the following process will apply:

- Thirty days after Mediation/Facilitation has ended, if no consensus has been reached on a mutually acceptable resolution to the issue(s), dispute or disagreement that triggered the Dispute resolution process, the Arbitration step will automatically commence.
- The issue(s), dispute or disagreement will be referred to a single arbitrator.
- Within 15 business days of the start of this step (Arbitration), each Signatory will provide the other with a list naming three persons that they would accept to act as a single arbitrator.
- If the Signatories can agree on an acceptable arbitrator from their initial combined list of candidates, they shall jointly appoint that arbitrator within 15 business days of agreeing on the name.
- If none of the initial arbitrator candidates are acceptable to both Signatories, then each Signatory will provide the other with a list of three alternative persons that they would accept to have act as a single arbitrator.
- If the Signatories can agree on an acceptable arbitrator from their second combined list of candidates, they shall jointly appoint that arbitrator within 15 business days of agreeing on the name.
- If the Signatories cannot agree on an arbitrator from the two combined lists of candidate arbitrators, they shall within five business days each appoint one arbitrator. The two arbitrators thus appointed will in turn, within five business days, appoint a third arbitrator who will then arbitrate the dispute.
- Both Signatories must act reasonably throughout.
- Once the arbitrator has been appointed and has accepted the appointment, each Signatory will provide the arbitrator and the other Signatory with a written submission outlining their respective positions on the issue(s), dispute or disagreement within 20 business days of the appointment of the arbitrator.
- Each Signatory will then provide both the arbitrator and the other Signatory with a written response to the initial written submission of the other Signatory within 20 business days of receipt of that initial submission.
- Thereafter the arbitrator may hear oral submissions.

- Within 25 business days of the receipt of the Signatories' written responses to each other's initial written submissions or of the conclusion of oral submissions if oral submissions are provided, whichever is the latest, the arbitrator shall deliver his/her decision which shall be binding on the Signatories.
- The Signatories agree that they shall pay the cost of the arbitration equally unless the arbitrator determines otherwise and so indicates in his/her decision.

**SCHEDULE 4**

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***VILLAGE of CREMONA / MOUNTAIN VIEW COUNTY******Intermunicipal Collaboration Framework******COMMITTEE / WORKING GROUP PROTOCOLS***

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**CONTEXT**

1. These Protocols have been agreed to by the Village of Cremona and Mountain View County in support of and to enable their shared desire to work collaboratively together to achieve mutual benefit for both municipalities. In so doing they want to better understand each other and each other's aspirations while recognizing that neither can exist nor succeed in isolation of the other. Together they want to better position themselves to meet the challenges and take advantage of the opportunities that the future will inevitably hold.

**PARTIES**

2. The parties are the Village of Cremona ("the Village") and Mountain View County ("the County").

**AGREEMENT to COOPERATE**

3. The parties agree that they will cooperate in good faith while taking into account the interests of each municipality.

**JOINT COMMITTEE / WORKING GROUP COMPOSITION, ALTERNATES and OBSERVERS**

4. The composition of joint committees and working groups will be specified in the Terms of Reference for each in accordance with Article 12 of the ICF Master Agreement. Alternates and/or observers may be permitted if such permission has the mutual agreement of the parties.

**ROLE and ATTENDANCE of ADMINISTRATIVE SUPPORT and/or TECHNICAL or EXPERT ADVISORS**

5. Either party may, with the agreement of the other, invite external consultants and/or administrative support to attend a joint committee or working group meeting or session with no less than seven days' notice to the other party.

### **REPRESENTATION at MEETINGS / SESSIONS and QUORUM**

6. Both parties agree that attending all meetings is a priority for all representatives.
7. All appointed representatives will have a voice at the table. Administrative support and/or external consultants when in attendance will only speak on technical advice and only when requested to do so by one of the parties and allowed by the Chair of the committee or working group.
8. Quorum will be specified in the Terms of Reference for each joint committee and working group in accordance with Article 12 of the ICF Master Agreement and established at the start of a meeting or session. If there is no quorum within a reasonable period of time after the time set for the meeting, as determined by the committee or working group as one of its operating procedures, the meeting will be adjourned to the date and time of the next meeting or to a mutually agreed date and time.

### **DECISION-MAKING AUTHORITY**

9. The parties acknowledge and agree that unless within the delegated authority of a joint committee or working group as set out in its Terms of Reference, any agreement reached or decision made by the committee or working group is an agreement in principle that is subject to approval by the Councils for the Village and the County.

### **CONSENSUS**

10. Unless otherwise specified by the parties acting together, joint committees and working groups will operate using a consensus model. Consensus as defined in the Master Agreement means, "I am comfortable with the result and will own it when we take it to our Councils" or stated another way, "I can live with it".

### **MEETINGS, SESSIONS and CONFIDENTIALITY**

11. Except as mutually agreed by the parties and set out in their Terms of Reference, joint committees and working groups will operate in a manner that is open, transparent and accountable. Joint committees and working groups may use in camera sessions and hold information confidential but in so doing must conform the legislative guidelines laid out in the *Alberta Municipal Government Act (MGA)* or its successors and the *Alberta Freedom of Information and Protection of Privacy Act (FOIP Act)* or its successors.

**FULL DISCLOSURE and WITHOUT PREJUDICE DELIBERATIONS**

12. Full disclosure is essential to coming to the effective operation of joint committees and working groups. Both parties agree that all deliberations of joint committees and working groups will be based on the principle of full disclosure and are made “Without Prejudice” and cannot be used as evidence or information in any other process or proceeding by either party without the express written agreement of the other party.

**INFORMATION SHARING**

13. Both parties will make best efforts to provide requested information to the joint committees and working groups.

**REPORTING to COUNCILS**

14. Joint committees and working groups will report to Village and County Councils as specified in the committee or working group Terms of Reference.

**RESPECTFUL DISCUSSION and BEHAVIOUR**

15. Joint committee and working group members agree to engage in respectful behaviour at all times.

**CAUCUSING**

16. Both parties agree that caucusing is a useful tool for fostering effective joint deliberations and will be used as needed by joint committees and working groups. Either party or the Chair may call a caucus during the course of a meeting or session.

**COMMUNICATION with the MEDIA**

17. The parties may agree to prepare and distribute a joint media release at various times throughout the operation of joint committees and working groups. Unless otherwise agreed the Mayor and Reeve will act as the spokesperson for each party. Key messages to be released to the media and/or to the public will be mutually agreed.

**COMMUNICATION with the PUBLIC**

18. Any consultation, communication or dissemination of information with or to the public will be done jointly. Each party’s logo and authorized signatures are required on each joint communication with the public. Each municipality will act as the post office for joint communication to their respective ratepayers.

**CHAIRING MEETINGS / SESSIONS**

19. Joint committees and working groups will elect a Chair annually.

**ADMINISTRATIVE SUPPORT and RECORD KEEPING**

20. Responsibility for administrative support to joint committees and working groups will be mutually agreed to by the parties and set out in the Terms of Reference in accordance with Article 12 of the ICF Master Agreement. Minutes, summary notes and/or records of decisions will be kept for each joint committee and working group and be freely available to both parties.

**MAIN MUNICIPAL CONTACT**

21. Unless otherwise mutually agreed, the municipal contact for joint committees and working groups shall be the CAOs for each party.

## **SCHEDULE 5**

### **Benefitting Area: Cremona Recreation Area**

The Village of Cremona and the lands legally described as follows within the boundaries of Mountain View County:

Twp 29 Rge 3 W5M

- Sections 1 to 36 inclusive

Twp 29 Rge 4 W5M

- Sections 1 to 36 inclusive

Twp 29 Rge 5 W5M

- Sections 1 to 36 inclusive

Twp 29 Rge 6 W5M

- Sections 25 to 26 inclusive
- Sections 35 to 36 inclusive

Twp 30 Rge 3 W5M

- Sections 3 to 10 inclusive
- Sections 15 to 22 inclusive
- Sections 30 to 31 inclusive

Twp 30 Rge 4 W5M

- Sections 1 to 36 inclusive

Twp 30 Rge 5 W5M

- Sections 1 to 36 inclusive

Twp 31 Rge 4 Wt5M

- Sections 3 to 10 inclusive
- Sections 15 to 22 inclusive

Twp 31 Rge 5 W5M

- Sections 1 to 24 inclusive

