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# Agenda

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1. Call to Order
2. Adoption of Agenda
3. Decision Items:

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3.1. Ratification of Co-Mediation Protocols

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2-11

4. Adjournment

# TOWN OF DRAYTON VALLEY REQUEST FOR DECISION

<b>SUBJECT:</b>	Ratification of Co-Mediation Protocols
<b>MEETING:</b>	February 16, 2021 Special Meeting of Council
<b>PRESENTED BY:</b>	Annette Driessen Acting CAO

**1. PROPOSAL AND BACKGROUND:**

At the Regular Meeting of Council on January 20, 2021, Council selected Andrew Fulton as its choice of mediator for the co-mediation of the Intermunicipal Collaboration Framework (ICF) between the Town of Drayton Valley and Brazeau County. Brazeau County Council selected Bill Sutherland as its choice of mediator at its Regular Meeting of Council on January 19, 2021.

The first co-mediation session regarding outstanding matters related to the ICF was held on February 11, 2021.

Prior to the next co-mediation session, scheduled for February 22, 2021, Town Council needs to ratify the co-mediation protocols. The protocols are attached for Council's review and consideration.

**2. BUDGET / GRANT / RESOURCE IMPLICATIONS:**

The co-mediation process has an estimated cost of \$15,000. The Town has applied for funding assistance through the Alberta Community Partnership program.

**3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:**

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	<i>Municipal Government Act (MGA) Part 17.2 Inter-Municipal Collaboration</i>
Municipal Bylaws	Yes	Brazeau County-Drayton Valley Draft Intermunicipal Collaboration Framework  Brazeau County-Drayton Valley Intermunicipal Development Plan 2020/03/D
Municipal Development Plan	No	MDP must be consistent with IDP, as per Section 632(4) of MGA  Section 2.15 (Intermunicipal Planning) of the MDP specifically addresses IDP
Sustainability Vision 2019-2021	Yes	Several matters related to water and recycling, infrastructure as well as health and safety as they relate to matters that are included in the ICF  Environmental matters required to be addressed in IDP either specifically or generally, as per Section 631(8)(v) of MGA

Town of Drayton Valley Strategic Plan 2019-2021	Yes	<p>Goal One- streamlining referral processes for planning/development applications within IDP Referral Area</p> <p>Goal Two- The IDP and ICF are examples of increasing public trust and confidence by collaborating with our municipal partners (County) for the improved delivery of current and future inter-municipal services that collectively benefit residents and businesses of both municipalities.</p> <p>Goal Three- Various matters discussed as part of the ICF (recreation, ECDC, etc.) aim to preserve and strengthen sense of community for the Town as well as the County</p>
Other Plans or Policies	Yes	<p>Boards and Committees to Council Policy (C-05-04)</p> <p>Other plans, policies and agreements pertaining to inter-municipal assets and services may be revised and completed in the future, i.e. transportation master plan, water/wastewater agreement proposed to be incorporated into the ICF at time of completion</p>

**4. POTENTIAL MOTIONS:**





- A. That Council ratify the Town of Drayton Valley & Brazeau County ICF co-mediation protocols, as presented.
- B. That Council ratify the Town of Drayton Valley & Brazeau County ICF co-mediation protocols with the following amendments: \_\_\_\_\_.
- C. That Council decline ratifying the Town of Drayton Valley & Brazeau County ICF co-mediation protocols and ask Administration to \_\_\_\_\_.

**5. RECOMMENDATION**

Administration recommends ratifying the co-mediation protocols, as presented. It should be noted that any changes requested by Town of Drayton Valley Council must also be agreed to in, principle, by the County's negotiation team and formally approved by Brazeau County Council.

**6. ATTACHMENTS:**

- 1. Co-Mediation Protocols

REPORT PREPARED BY:	 	REVIEWED BY:	
APPROVED BY:			

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## *Town of Drayton Valley & Brazeau County*

### *Mediation Protocols*

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#### **GOAL**

1. The goal of the mediation is to achieve a mutually beneficial resolution to the matters at issue before the Town of Drayton Valley and Brazeau County and to foster a collaborative approach to providing high quality and affordable programs, services and opportunities that are sustainable and in the long-term best interests of the people of both municipalities.

#### **PURPOSE**

2. The purpose of these Protocols is to set out the rules that will guide the mediation and the collaborative discussions/negotiations between Brazeau County and the Town of Drayton Valley that underpin it.

#### **PARTIES**

3. The parties to the mediation and thus to these Protocols are Brazeau County and the Town of Drayton Valley.

#### **AGREEMENT TO NEGOTIATE**

4. Both parties have agreed to negotiate in a good faith attempt to reach a mutually agreeable result that takes into account the interests of both municipalities.

#### **NEGOTIATING TEAMS**

5. The Councils of Brazeau County and the Town of Drayton Valley have appointed the following elected and administrative officials as their respective Negotiating Teams:

a. For the Town of Drayton Valley:

- 1) Mayor Michael Doerksen;
- 2) Councillor Nancy Dodds;
- 3) Councillor Corey Peebles; and
- 4) Administration Lead, Interim CAO Annette Driessen.

a. For Brazeau County:

- 1) Reeve Bart Guyon;
- 2) Councillor Kara Westerlund;
- 3) Anthony Heinrich; and
- 4) Administration Lead, CAO Shawn McKerry.

## **NEGOTIATING COMMITTEE**

6. The Negotiating Teams and the Mediators together constitute the Negotiating Committee.

## **QUORUM**

7. Quorum shall be any two elected officials and the Administration Lead or designate from each party.

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

## **OBSERVERS / ALTERNATES / REPLACEMENTS**

9. Elected Official observers from each Council are permitted either in person or remotely through electronic means. Observers joining through electronic means must be in position no later than 10 minutes from the scheduled start of a meeting. Observers will have no role in the negotiating room. There will be no alternates. For purposes of quorum however, the Administration Leads may designate an Administration alternate should one or both be unable to attend a meeting. Councils at their sole discretion, may appoint a permanent replacement for a Negotiating Team member.

## **ADMINISTRATIVE SUPPORT TEAMS**

10. Administrative support teams of staff members from each party are permitted. There is no restriction on the composition of such teams except that they should be similar in size. Administrative support team members shall not participate in discussions unless invited to do so by the meeting Chair(s) under the provisions of paragraph 16. The Mediators shall be the arbiter should there be an issue with either or both administrative support teams.

## **CONFLICT OF INTEREST**

11. It shall be the responsibility of any member of the Negotiating Teams or Administrative Support Teams to alert their respective Negotiating Teams and the Committee of any pecuniary or other potential conflicts of interest. Negotiating Teams may at their discretion, choose to deal with conflicts of interest internally and subsequently inform the Committee or make a

recommendation to the Committee. The Committee shall then be responsible for determining how best to address the conflict or perception of conflict.

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

12. If they believe that the presence of an external advisor or technical expert would enhance the discussion of an issue or issues, either party may, with the agreement of the other, invite external technical or expert advisors to attend a meeting.

13. A party wishing to invite an external technical or expert advisor is to notify the other party and the Mediators no less than seven days in advance of a meeting providing the name and position and/or affiliation of the external advisor or advisors along with the rationale for having them attend. Agreement is not to be unreasonably withheld. Where there is disagreement, the Mediators will work with the parties to find a solution that is mutually agreeable.

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

14. Both parties agree that attending all meetings shall be a priority for all members of their respective Negotiating Teams.

15. All members of the Negotiating Teams shall have an equal voice at the negotiating table.

16. Advisors and support team members will be allowed to speak only when recognized by the meeting Chair(s).

#### **SCHEDULE AND LOCATION OF MEETINGS**

17. The intention is to meet as required to ensure that a mutually agreed Intermunicipal Collaboration Framework (ICF) and Intermunicipal Development Plan (IDP) can be submitted by 31 March, 2021. The schedule and format of meetings is to be confirmed as part of the agenda for each meeting.

#### **MEETINGS HELD VIA VIDEO OR TELECONFERENCE**

18. Meetings may be held via video or teleconference.

19. The parties will ensure that no unauthorized persons are in the room or within earshot of the negotiations. At the start of the meeting, the parties will disclose who is in the room in which the negotiations are taking place.

20. Meetings held via video or teleconference will be locked down 10 minutes after their scheduled start time. After a meeting is locked down, the Mediators will determine whether to allow access to the meeting.

21. Negotiation sessions shall not be recorded using electronic means. This does not preclude Negotiating Team members from taking written notes for their own use.

22. During video meetings, individual microphones are to be muted unless the person is speaking.

23. The Mediators will host video and teleconference meetings.

#### **SESSION AGENDAS**

24. The Mediators will develop the agenda for each meeting.

25. An initial draft agenda will be distributed with the Summary Notes (see paragraph 28) for the previous meeting within 10 calendar days following that meeting. The Mediators will subsequently distribute a final version of the agenda seven days in advance of the meeting that it covers.

26. The Mediators will also coordinate the distribution of any supporting materials through the main contacts identified by the parties, in this case, the Administration Leads, who will ensure that agendas and any supporting materials are distributed to their respective Negotiating Teams.

#### **CHAIRING MEETINGS**

27. The parties agree that the Mediators will chair the meetings.

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

28. The Mediators will produce and distribute confidential summary notes for each meeting. These summary notes will constitute the neutral record of the negotiations and will be provided to both parties no later than 10 calendar days following a meeting. The summary notes are to be reviewed as one of the first orders of business at the next scheduled meeting so that they can be 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**

29. Negotiating Team members agree to engage in respectful behaviour and to respect different points of view at all times throughout the negotiations. As needed, any Committee member or the Mediators may call for a "time out".

## **CAUCUSING**

30. Caucusing can be a useful tool in negotiations. Both parties agree that caucusing will be used as needed and that either party or the Mediators may request a caucus at any point during the course of the negotiations.

31. When a caucus is requested, the Mediators 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 Mediators 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.

32. The parties may request that the Mediators be present during a caucus. The Mediators will treat anything discussed during a caucus that they have attended as being privileged and confidential.

## **RESOLUTION OF ISSUES BY NEGOTIATING TEAMS AND CONSENSUS**

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

34. If the Mediators assess that the resolution of an issue would benefit from a different approach than mediation, they will caucus with each Negotiating Team to determine how best to proceed in a mutually agreed way.

35. Any agreement reached by the Negotiating Teams is to be considered an agreement in principle and is subject to the approval of both Councils.

## **DECISION-MAKING AUTHORITY**

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

## **REPORTING TO COUNCILS**

37. Negotiating Teams are responsible for keeping their Councils informed and up to date on the status of the negotiations and to represent the views of their Councils at the negotiating table.

38. Unless mutually agreed, reporting to Councils will be done in closed session to respect the confidentiality of the negotiations. The information provided is not to be disclosed by any member of Council or the Administration to the media or any other person unless mutually agreed by the Negotiating Teams or unless the information is already in the public domain.



## **CONFIDENTIALITY**

39. Except as set out elsewhere in these Protocols or unless the parties have specifically mutually agreed to release information, all discussions, summary notes, other records or information generated for the purposes of the negotiations shall be confidential and treated as such.

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

41. Any information that is in the public domain need not be considered confidential. The discussion of such information, however, is to be considered confidential.

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

42. Full disclosure of all relevant information and frank, open and honest dialogue are essential to understanding the range of interests and issues related to the negotiations and to the ultimate success of the negotiations. The parties therefore agree that all ideas, opinions, points of view, observations and suggestions are to be considered as having been put forward in a good faith attempt to reach agreement. This being the case, everything that is said as part of the negotiations is to be considered as being privileged, not for individual attribution and “without prejudice”. As a result, nothing that is said as part of the negotiations can be used as evidence or information in any other process or proceeding.

## **INFORMATION-SHARING**

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

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

45. To ensure that they are as well informed as possible and subject to the confidentiality and other provisions of these Protocols, either party may consult with people who are not members of the Negotiating Teams about ideas, concepts, observations, suggestions or other things relevant to the negotiations.

## **COMMUNICATION WITH THE MEDIA**

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

47. The parties agree that while negotiations are underway, the Negotiating Committee will be responsible for determining whether to engage the media and if so, how. To that end, each meeting agenda will have standing items related to “key messages” and “media release”. Key messages are to be mutually agreed and any media release or other engagement of the media is to be joint. The Administration Leads shall approve media releases that will be released simultaneously.

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

48. During the course of the negotiations, it may be necessary and/or desirable to communicate with or otherwise engage the public. The parties agree that the Negotiating 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.

#### **SOCIAL MEDIA**

49. Personal social media accounts shall not be used to provide information on the negotiations during the period of the negotiations. Only corporate social media accounts are to be used to communicate mutually agreed information related to the negotiations.

#### **MEDIATOR MAIN NEGOTIATING TEAM CONTACTS**

50. The Administration Leads shall be the main points of contact between the Mediators and each party. In this role, the Administration Leads shall be responsible for communicating with the Mediators on behalf of their respective Negotiating Teams and for ensuring the internal distribution of negotiation related materials.

#### **SHARING OF COSTS AND ADMINISTRATIVE LEAD**

51. The parties agree to share the costs of the Mediators. Cost sharing of other expenses will be determined on a case-by-case basis going forward. Bill Sutherland and Andrew Fulton will independently submit invoices for the work performed and expenses incurred.

52. The Town of Drayton Valley shall be the administrative lead for purposes of coordinating logistics, management of grant(s) if applicable, payment of invoices, etc.

#### **MEDIATORS' PRIVILEGE**

53. The parties agree that the Mediators, Bill Sutherland and Andrew Fulton are not compellable witnesses and that neither party nor anyone involved in the negotiations will request that either or both act as a witness or witnesses on behalf of either party or anyone involved in the negotiations or on behalf of any organization or individual in any future proceedings related to any matter discussed in these negotiations.

**PROVINCIAL LAW AND REGULATIONS**

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

Ratified by the Town of Drayton Valley Council \_\_\_\_\_

Ratified by Brazeau County Council \_\_\_\_\_

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

Town of Drayton Valley	Brazeau County