

**SPECIAL MEETING AGENDA
SUMMER VILLAGE OF SUNBREAKER COVE
JULY 4, 2023 @ 2:00 P.M.**

A. CALL TO ORDER

- B. AGENDA** - additions/deletions
 - adoption

C. COUNCIL & LEGISLATIVE

- a) Intermunicipal Collaboration Framework with Lacombe County

D. CLOSED SESSION

- a) FOIP Section 24

E. ADJOURNMENT

Summer Village of Sunbreaker Cove

July 4, 2023

Council and Legislation

Request for Decision

Agenda Item: *Intermunicipal Collaboration Framework*

Background:

Administration has attached the Intermunicipal Collaboration Framework Terms of Reference between the Summer Village of Sunbreaker Cove and Lacombe County for Council's review and consideration.

Options for Consideration:

1. Council adopt the Intermunicipal Collaboration Framework Terms of Reference with Lacombe County as presented.
2. Council adopt the Intermunicipal Collaboration Framework Terms of Reference with Lacombe County as amended.

Administrative Recommendations:

1. That Council adopt the Intermunicipal Collaboration Framework Terms of Reference with Lacombe County as presented.

Authorities:

MGA, Section 631(1)

Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries and that are not members of a growth region as defined in section 708.01 must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

**Summer Village of Sunbreaker Cove/Lacombe County
Intermunicipal Collaboration Framework Committee
Terms of Reference**

Introduction

1. Lacombe County and the Summer Village of Sunbreaker Cove adopted the Summer Village of Sunbreaker Cove and Lacombe County Intermunicipal Collaboration Framework (ICF) Master Agreement in October 2019. The two municipalities are signatories to the Sylvan Lake Intermunicipal Development Plan which was adopted in February 2021. The ICF calls for the establishment of a committee to facilitate implementation of the framework. These terms of reference describe the role of the Committee and its operation in detail.

Purpose and Objectives of Committee

2. For matters addressed under the Intermunicipal Collaboration Framework, the Committee will develop recommendations to the Councils on matters of strategic direction and cooperation affecting the Summer Village of Sunbreaker Cove and Lacombe County residents, except matters where other current operating structures and mechanisms are operating successfully.

Composition and Quorum

3. The Committee is composed of two Elected Officials from the Summer Village, two Elected Officials from the County, the Chief Administrative Officer or designate of the Summer Village and the County Manager or designate of the County.
4. Quorum shall be four members of the Committee consisting of one Elected Official from the Summer Village, one Elected Official from the County, the CAO or designate from the Summer Village and the County Manager or designate from the County.
5. The Summer Village and County may appoint alternate Elected Officials for the Committee. It is the responsibility of the Elected Official who is not able to attend a meeting and requesting the alternate to fill in for them to ensure the alternate is up to date prior to the meeting.

Chair of Committee and Administrative Support

6. The Committee Chair and Vice Chair positions shall be elected by the members of the Committee from amongst the Elected Officials, and unless otherwise determined by the Committee shall normally serve for a term of four years with the position rotating between the Summer Village and the County.

7. The Committee Chair and Vice Chair shall not be from the same municipality.
8. Unless otherwise determined by the Committee, the municipality from which the Chair is chosen shall provide the administrative support to the Committee for the term of the Chair.

Decision Making Authority

9. The Committee is a recommendation making committee that advises each Council.
10. The Committee members acknowledge and agree that any issue agreed to in Committee discussions is an agreement in principle that is subject to approval by the Councils of the Summer Village and County.

Committee Decision Making Protocol

11. The Committee shall make decisions and recommendations on a majority consensus basis. The definition of consensus will be the definition used in the ICF.

Reporting to Councils

12. Committee members may report back to their respective Councils during in-camera meetings on condition that the content matter of the updates is not disclosed to the public or others by Council, individual Council members, municipal staff or any other person receiving the update.
13. Recommendations to individual Councils will occur when the Committee members have consensus on the advice, they wish to provide on a given issue. This may include:
 - a) Recommendations on options for proceeding;
 - b) Recommendations on further review and discussion of a topic;
 - c) Advising no agreed upon recommendations have been reached in the allotted timeframe where a timeframe has been specified; or
 - d) Advising on moving to the Dispute Resolution process to resolve an issue where the Committee could not reach consensus.
14. The Committee's recommendations may be delivered to Councils by:
 - a) A joint Council meeting;
 - b) A joint presentation to individual Councils;
 - c) A joint written submission agreed to by the Committee for delivery to individual Councils; or
 - d) A combination of the above.

Respectful Discussion and Behavior

15. To build trust and foster open, honest and effective discussion, Committee members agree to engage in respectful behavior at all times. As needed, any Committee member may call for a “time out” to address any lapse in decorum.

Freedom to Speak, Confidentiality, and Without Prejudice Discussions

16. Discussions of the Committee are to be kept confidential except:

- a) Where sharing information is necessary to keep Councils and municipal staff informed;
- b) Information that the Committee has agreed to release to the public and is in the public domain;
- c) When required to be shared with an outside party or consultant working with the Committee.

17. Committee members agree that all discussions are made “without prejudice” and cannot be used as evidence or information in any other process or proceeding without the express written agreement of the Committee.

Caucusing

18. The Summer Village and County members of the Committee agree that caucusing may be used as needed during the course of any Committee meeting.

19. Caucuses will be time limited, and the outcome will be shared with the entire Committee once the Committee has reconvened.

Communication with the Public and the Media

20. Any consultation, communication or sharing of information with the public will be done jointly.

21. The Summer Village and County may prepare and distribute joint media releases as deemed necessary by the Committee. The Mayor will act as the spokesperson for the Summer Village of Sunbreaker Cove and the Reeve will act as the spokesperson for Lacombe County.

Administrative Support and Record Keeping

22. The municipality of the Chair will provide administrative support for agenda preparation, distribution of materials, meeting arrangements and record keeping.

- 23. After every Committee meeting confidential meeting notes will be prepared and distributed and these notes will summarize the Committee’s discussion.
- 24. The Chair will summarize the consensus achieved, outstanding points of discussion, or agreed upon follow up actions at each meeting.
- 25. Meeting notes will be reviewed at the start of each Committee meeting.
- 26. The Chair will create the agenda for each Committee meeting and the agenda and supporting materials will be distributed at least seven days prior to the meeting.

Resources

- 27. The Committee will be given the authority to call upon any municipal resources or subject matter experts to support any decision-making activity and this will be supported by the members subject to sufficient budgetary approval to do so.

Acceptance and Agreement to abide by Terms of Reference

Summer Village of Sunbreaker Cove	_____
	Date

_____	_____
Mayor	Signature

_____	_____
CAO	Signature

Lacombe County	_____
	Date

_____	_____
Reeve	Signature

_____	_____
County Manager	Signature