
County of Stettler, Summer Village of Rochon Sands & Summer Village of White Sands

Mediation Protocols

GOAL

1. The goal of the mediation is to achieve a mutually beneficial and collaborative resolution to the outstanding land use issue involving the County of Stettler and the Summer Villages of Rochon Sands and White Sands that is sustainable and reflects the interests of the three municipalities.

PURPOSE

2. The purpose of these Protocols is to set out the rules that will guide collaborative discussions/negotiations between the County of Stettler and the Summer Villages of Rochon Sands and White Sands.

PARTIES

3. The parties to the collaborative discussions/negotiations and thus to these Protocols are the County of Stettler and the Summer Villages of Rochon Sands and White Sands.

AGREEMENT TO NEGOTIATE

4. All parties agree to negotiate in a good faith attempt to reach a mutually agreeable result that takes into account the interests of each municipality.

NEGOTIATING TEAMS

5. The Councils of the County of Stettler and the Summer Villages of Rochon Sands and White Sands have appointed the following elected and administrative officials as their respective Negotiating Teams:

a. For the County of Stettler:

1) Reeve Lawrence Clarke; and

- 2) Administration Lead, CAO Yvette Cassidy.
- b. For the Summer Village of Rochon Sands:
 - 1) Mayor Daniel Hiller; and
 - 2) Administration Lead, CAO Jason Olson.
 - c. For the Summer Village of White Sands:
 - 1) Mayor Lorne Thurston; and
 - 3) Administration Lead, CAO Graham Scott.

NEGOTIATING COMMITTEE

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

QUORUM

7. Quorum shall be any one elected official 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 after 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 they 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 an administrative support team.

11. Should a Negotiating Team wish to consult with a member of their Administration who is not participating in the meeting on an item under discussion, they may do so with the agreement of the meeting Chair(s) and the other Negotiating Teams. A Negotiating Team wishing to do so, is to alert the Committee to that desire, explaining why such a consultation is desired and what value it will bring to the negotiations, who is to be consulted and how much time is required.

CONFLICT OF INTEREST

12. It shall be the responsibility of any member of the Negotiating 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

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

14. A party wishing to invite an external technical or expert advisor is to notify the other parties 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.

15. Should a Negotiating Team wish to consult with an external technical or expert advisor who is not participating in the meeting on an item under discussion, they may do so with the agreement of the meeting Chair(s) and the other Negotiating Teams. A Negotiating Team wishing to do so, is to alert the Committee to that desire, explaining why such a consultation is desired and what value it will bring to the negotiations, who is to be consulted and how much time is required.

REPRESENTATION AT NEGOTIATION SESSIONS

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

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

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

SCHEDULE AND LOCATION OF MEETINGS

19. The intention is to meet at least monthly or as required. The schedule and format of meetings is to be confirmed as part of the agenda for each meeting.

MEETINGS HELD VIA VIDEO OR TELECONFERENCE

20. Meetings may be held via video or teleconference.

21. 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.

22. 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.

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

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

25. The Mediators will host video and teleconference meetings.

SESSION AGENDAS

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

27. 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.

28. 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

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

RECORD KEEPING AND MEETING SUMMARY NOTES

30. 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 all 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

31. 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

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

33. 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 all 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.

34. 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

35. 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.

36. 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.

37. Any agreement reached by the Negotiating Teams is to be considered an agreement in principle and is subject to the approval of all Councils in a duly constituted Council meeting.

DECISION-MAKING AUTHORITY

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

REPORTING TO COUNCILS

39. 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.

40. 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

41. 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.

42. 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.

43. 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

44. 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

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

46. 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.

47. 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

48. 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.

49. 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

50. 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

51. 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

52. The Administration Leads shall be the main points of contact between the Mediators and each party. In this role, the Administration 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

53. 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 Bill Diepeveen will independently submit invoices for the work performed and expenses incurred.

54. The County of Stettler shall be the administrative lead.

MEDIATORS' PRIVILEGE

55. The parties agree that the Mediators, Bill Sutherland and Bill Diepeveen are not compellable witnesses and that none of the parties or anyone involved in the negotiations will request that either or both act as a witness or witnesses on behalf of any of the parties 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

56. 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 County of Stettler Council _____

Ratified by the Summer Village of Rochon Sands Council _____

Ratified by the Summer Village of White Sands Council _____

Signed this _____ day of _____, 2020 in _____, Alberta.

County of Stettler	Summer Village of Rochon Sands	Summer Village of White Sands

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