

TOWN OF SMOKY LAKE
IN THE PROVINCE OF ALBERTA
BYLAW NO. 001-17

Being a Bylaw of the Town of Smoky Lake in the Province of Alberta, to authorize the Municipal Council to enter into a **JOINT AGREEMENT** to establish the provision of a **Regional Community Development Committee (RCDC)**, for the purpose of promoting the development of a diversified economic base in the Smoky Lake Region.

WHEREAS the Municipal Government Act, S.A. 2000, c. M-26 as amended ("the Act") provides that a Municipal Council may pass such bylaws to enter into an agreement as to the joint control and management of anything that concerns respective municipalities; and

AND WHEREAS, the Council of the Town of Smoky Lake wishes to enter into a Joint Agreement with the Smoky Lake County, Village of Waskatenau, and Village of Vilna to promote the development of a diversified economic base in the Smoky Lake Region, all pursuant to the laws of the Province of Alberta, and operate such undertaking as per "**Schedule A**" included in this Bylaw.

NOW THEREFORE, the Council of the Town of Smoky Lake duly assembled, in consideration of the mutual covenants contained herein, agrees to a **Joint Agreement** of a **Regional Community Development Committee (RCDC)**, as jointly executed, by the municipalities of Smoky Lake County, Town of Smoky Lake, Village of Waskatenau, and Village of Vilna.

REPEAL

Town of Smoky Lake Bylaw No. 003-14 known as the "Joint Agreement for Regional Community Development Committee (RCDC)" shall be repealed upon the passing of this Bylaw

EFFECTIVE DATE

This Bylaw shall come into force and effect on the final date of passing thereof.

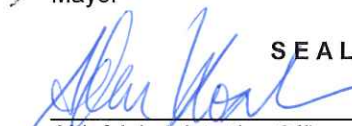
READ A **FIRST TIME** IN COUNCIL THIS 20th day of January, AD 2017.

READ A **SECOND TIME** IN COUNCIL THIS 20th day of January, AD 2017.

READ A **THIRD AND FINAL TIME**, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS 20th day of January, AD 2017.



Mayor



Chief Administrative Officer

SEAL

Schedule "A"

Joint Agreement for Regional Community Development Committee (RCDC)

BETWEEN:

SMOKY LAKE COUNTY - BYLAW NO. 1299-17
a Municipal Corporation, in the Province of Alberta
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as "County")

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE - BYLAW NO. 001-17
a Municipal Corporation, in the Province of Alberta
Box 460
56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as the "Town")

OF THE SECOND PART

AND

VILLAGE OF WASKATENAU - BYLAW NO. 660-2017
a Municipal Corporation, in the Province of Alberta
Box 99
Waskatenau, Alberta T0A 3P0
(hereinafter referred to as the "Village")

OF THE THIRD PART

AND

VILLAGE OF VILNA - BYLAW NO. 526-17
a Municipal Corporation, in the Province of Alberta
Box 10
Vilna, Alberta T0A 3L0
(hereinafter referred to as the "Village")

OF THE FOURTH PART

WHEREAS, the Council of Smoky Lake County wishes to enter into an Joint Agreement with the Town of Smoky Lake, Village of Waskatenau, and Village of Vilna to establish the provision of a **Regional Community Development Committee (RCDC)**.

NOW THEREFORE, in consideration of the mutual provisions and covenants contained hereunder in this Agreement, and intending to be legally bound hereby, the parties agree as follows in accordance to the provisions of the Terms of Reference outlined:

TERMS OF REFERENCE

1. VISION: **Toward 2020: A Suggested Vision for Economic and Community Development in Smoky Lake Region**

Smoky Lake Region has a growing and diversified economy – together with an attractive business climate that supports entrepreneurship, business retention and growth, and new business attraction.

Smoky Lake Region is a sustainable community of communities, with a strong commitment to environmentally-sound economic development and long-term fiscal sustainability. This enables regional municipalities to maintain the quality services, programs and infrastructure that residents have come to expect.

The quality of life that Smoky Lake Region offers its citizens is ultimately what makes the region a recognized community of choice for residents, businesses and new investment.

2. PURPOSE OF COMMITTEE

- 2.1 One of the Committee's key roles and responsibilities is to recommend an annual **Economic and Community Development Strategic Plan** to the four member Councils (Smoky Lake County, Town of Smoky Lake, Village of Waskatenau and Village of Vilna) and, upon approval, to monitor and assist in the implementation and execution of that plan.
- 2.2 Whether a multi-year or annual update to the Economic and Community development Strategic Plan, the Committee is responsible for overseeing its development and for bringing the plan forward for the approval of the four member Councils.
- 2.3 The Economic and Community Development Strategic Plan to be recommended for Council approval should include, but not be limited to:
 - 2.3.1 A review of the performance measures and targets established in the previous plan. What was actually achieved in delivering on the key economic and community development goals and objectives?
 - 2.3.2 An assessment of the region's / individual municipalities' current economic situation and overall business climate. How competitive is the business and investment climate relative to other comparable or competitor regions/municipalities?
 - 2.3.3 Recommended actions to ensure the region / municipalities are proactive in responding to emerging economic challenges.
 - 2.3.4 Recommended actions that ensure the region / municipalities are well-positioned to take full advantage of new and emerging business development opportunities.
 - 2.3.5 Specific action items which further promote and enhance business retention, growth and new business attraction.
 - 2.3.6 An outline of the updated plan's specific goals/objectives and related performance measures and targets.
 - 2.3.7 A proposed action plan responding to specific issues the four member Councils have asked be reviewed and explored in more detail. This may also involve stakeholder or even broader public consultations, but this will likely depend on the specific issue(s) the Committee has been asked to address.

3. FUNCTIONAL RESPONSIBILITIES OF COMMITTEE

- 3.1 Provides broad-based community leadership, experience and expertise in helping build and effectively implement the region's Economic and Community Development Strategic Plan.

- 3.2 Facilitates an informed multi-stakeholder discussion of the region's /municipalities' key economic strengths, challenges and opportunities – and the future direction and vision for economic and community development.
- 3.3 Oversees and is responsible (accountable) for recommending an Economic and Community Development Strategic Plan, or an annual update to the plan, to the four member Councils.
- 3.4 Monitors, assists and helps guide in the implementation and execution of the plan.
- 3.5 Identifies specific goals / objectives, corresponding performance measures and targets, and makes recommendations for fine-tuning the Economic and Community Development Strategic Plan, as required.
- 3.6 Responds to specific requests by the four Councils to review, further consider, advise and/or undertake consultations around a particular economic and/or community development issue.
- 3.7 Promotes and advances sustainable economic and community development.
- 3.8 Visibly conveys the ongoing importance of partnerships and alliances in achieving the region's/municipalities' key economic development goals and objectives.
- 3.9 Consults with and maintains ongoing and regular contact with regional business, volunteer and community leaders and other stakeholders to ensure that the full range of views and perspectives are considered in the various economic, business and community development initiatives and strategies being discussed.

The Regional Community Development Committee (RCDC) initiative is intended to reflect the diversity of interests and wide range of business-, community- and volunteer-related experience and expertise available within the region. This is the primary reason for the strong, ongoing commitment of RCDC to community engagement and seeking out the views and perspectives of all regional stakeholders on the various issues being discussed.

RCDC is intended to serve as both a strategic advisory committee to the four member municipalities and as a senior-level, multi-stakeholder oversight committee.

This governance model may be somewhat new to Alberta, but it does reflect a growing sense that partnerships, alliances and the active participation of all stakeholders is essential. It is a reflection that this is not just the four member municipalities' economic and community development strategy; it is ultimately a community-wide, community-developed strategy.

4. REGIONAL COMMUNITY DEVELOPMENT COMMITTEE (RCDC): A DUAL MANDATE

MANDATE 1: Strategic Advisory Committee
▶ Recommends Economic and Community Development Strategic Plan
▶ Advises Municipalities on Economic and Community Development Issues
MANDATE 2: Multi-Stakeholder Oversight Committee
▶ Monitors and Advises on Plan Implementation / Execution
▶ Reports on Goals / Objectives and Related Performance Measures

5. MEMBERSHIP

- 5.1 The Regional Community Development Committee (RCDC) shall be comprised of nine

(9) members: six elected members appointed by a resolution of each respective Council and three public-at-large members appointed by a resolution by the respective municipality.

The membership shall include:

- Two (2) members from Smoky Lake County (serving throughout their term);
- Two (2) members from the Town of Smoky Lake (serving throughout their term);
- One (1) member from the Village of Waskatenau (serving throughout their term);
- One (1) member from the Village of Vilna (serving throughout their term);
- Two (2) public-at-large members from Smoky Lake County (serving a two-year term);
- One (1) public-at-large member from Town of Smoky Lake (serving a two-year term).

* Public-at-large means a Canadian Citizen who has resided in the region for six (6) consecutive months immediately preceding the date of advertising for receipt of application and is, at least eighteen (18) years of age.

5.2 Each respective Council shall ensure that an Alternate elected member to the Regional Community Development Committee is in place.

5.3 Each respective municipality shall recruit and conduct a Public-at-Large Membership and establish a Recruitment Process and Selection Criteria, prior to October, as per the term of office, to appoint the Public-at-large member that must be a resident within that respective municipality.

Terms and Conditions:

5.3.1 The three (3) at-large members will be appointed to a two (2) year term, with the term to expire at the October annual organizational meeting, however, such person may re-apply after an absence of one (1) year and are eligible to be re-appointed for another term, as long as their continuous service on the committee will not exceed eight (8) years. Appointments shall be confirmed annually by the respective municipality.

5.3.2 An Oath of Office and Confidentiality Agreement must be signed when selected, in accordance with **Schedule "B": Oath of Office and Confidentiality Agreement**, upon appointment by the respective municipality.

5.3.3 At-large members will be reimbursed at the current per diem rate and expenses for mileage of the respective municipality they are representing.

5.3.4 Any at-large member who is absent from three consecutive meetings will be automatically removed from the Committee, unless the absence was previously authorized by the Committee. The respective municipality, upon recommendations from the Regional Community Development Committee's (RCDC), declare the position vacant and appoint a member to fill the vacancy for the remainder of the term.

5.3.5 Where there is a potential conflict of interest, the *Municipal Government Act* should prevail.

5.3.6 Code of Conduct, members are subject to the respective municipality's statement intended to govern the conduct of the Committee.

5.3.7 If an at-large member resigns at any time prior to the end of their term, the member must provide the Committee 30-day written notice in advance of the resignation. The Committee shall request a replacement member from the respective municipality. A new member will be appointed by the respective municipality to fill the remainder of that term.

5.3.8 Where a vacancy occurs – six months prior of the member's term expiring, the Regional Community Development Committee (RCDC) shall exercise its

discretion on whether to appoint a successor to fill the vacancy, and forward recommendation to the respective municipality for approval.

- 5.4 The four member municipalities' Chief Administrative Officers and the regional Community Economic Development Officer (CEDO) are both deemed to be non-voting participants in Committee meetings.

6. GOVERNANCE AND PROCEDURES

- 6.1 Annually, during the month of November, the Committee shall hold a meeting at which time a Chair and Vice-Chair shall be elected from its membership for the ensuing year.
- 6.2 The Chair and Vice-Chair, with the approval of the Committee, shall establish (or reconfirm) the operating ground rules for Committee meetings and ensure that these are in accordance with generally-accepted standards and practices.
- 6.3 Regular meetings are to be held monthly, on a date and time agreed to by the Committee, and at other such times as the Committee determines necessary.
- 6.4 Special meetings of the Committee may be called by the Chair or Vice-Chair provided that not less than two (2) full business days notice is given to each member of the committee.
- 6.5 No regular or special meeting of the Committee shall be convened unless the Chair or Vice-Chair is present.
- 6.6 If the committee determines that it wishes to pursue an executive session (in-camera) discussion, in shall be in accordance to the *Municipal Government Act*.
- 6.7 A quorum for regular and special meetings of the Committee shall be not less than five (5) members.
- 6.8 All members shall have equal voting privileges on issues / items where a vote is called, with a simple majority (with quorum) deciding any vote.

7. MANDATE LETTER

- 7.1 At its discretion, the Smoky Lake Region Joint Municipalities Committee may choose to provide the Committee with an annual mandate letter by the end of each calendar year for the following year outlining any specific or additional tasks or work it would like the Committee to undertake.
- 7.2 The mandate letter would be developed in consultation with the Committee. It would acknowledge the budgetary and staff resources available to the Committee, the time constraints facing individual Committee members, and be for a fixed period of time.
- 7.3 The presence of a mandate letter would not preclude the Smoky Lake Region Joint Municipalities Committee from making additional requests of the Committee at any time during the year. However, an in-year request would also have to acknowledge the capacity of the Committee to undertake or oversee this additional work.

8. ROLES OF MUNICIPAL ADMINISTRATION

More specifically, the **CEDO** shall:

- 8.1 Assist the Committee in carrying out its primary purpose, role and responsibilities related to economic and community development and the promotion and advancement of economic development within the region/individual municipalities.
- 8.2 Refer economic development matters to the Committee for its information, review,

consideration and/or recommendations.

- 8.3 Assist the Committee in responding to specific issues that the Smoky Lake Region Joint Municipalities Committee Council has requested be reviewed or considered in more detail.
- 8.4 Prepare agendas, maintain minutes, records, and action lists; as well as correspondence related to the Committee's ongoing activities.
- 8.5 Prepare, oversee and advise the Committee on its operating budget – which must also be approved by the four member Councils.
- 8.6 Assist the Committee in preparing an annual year-end report to the four member Councils, and the Smoky Lake Region Joint Municipalities Committee, on the various initiatives and activities it has undertaken.

More specifically, the **CAO's** shall:

- 8.7 Be the liaison with the CEDO for arising issues.
- 8.8 Present interim budgetary updates as requested, or required, by the Committee.

More specifically, the **Managing Partner** shall:

- 8.9 Be Smoky Lake County, as the Managing Partner of the RCDC.
- 8.10 Monitor financial resources including Grant funds.
- 8.11 Monitor and manage any employment contracts with CEDO or other support staff.
- 8.12 Provide office space and additional resources as deemed necessary.

9. FUNDING FORMULA

- 9.1 Funding Formula will be pro-rated based on Population as per Alberta Municipal Affairs.
- 9.2 Finances shall be administered by Smoky Lake County, as the Managing Partner of the Regional Economic Development Committee.
- 9.3 Budgets shall be prepared annually by the Committee and presented to each respective Council for approval.
- 9.4 Any per diems and/or expenses for Committee members shall be paid by the Committee members' respective municipality, unless specifically provided for in the Regional Community Development Committee (RCDC) Budget.
- 9.5 Any per diems and/or expenses for Public-at-Large appointed Committee members shall be paid by the Committee members' respective municipality, unless specifically provided for in the Regional Community Development Committee (RCDC) Budget.


10. REPEAL

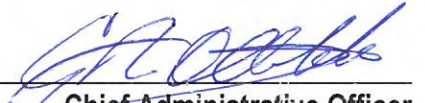
- 10.1 Smoky Lake County Bylaw No. 1273-14 known as the "Regional Community Development Committee- Joint Agreement" shall be repealed upon the passing of this Bylaw.

IN WITNESS WHEREOF the parties hereto execute this Agreement and affixed their corporate seals of its proper signing officers duly authorized:

SMOKY LAKE COUNTY

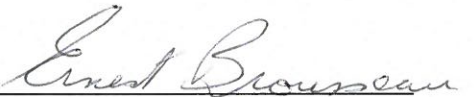
DATE: January 17, 2017


Reeve, Smoky Lake County


Chief Administrative Officer
Smoky Lake County

TOWN OF SMOKY LAKE

DATE: January 20, 2017

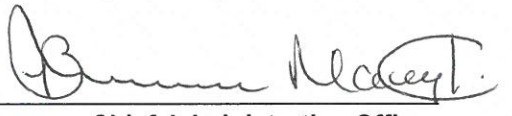

Mayor, Town of Smoky Lake


Chief Administrative Officer
Town of Smoky Lake

VILLAGE OF WASKATENAU

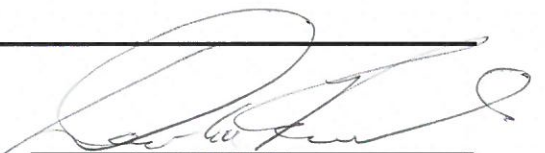
DATE: January 19, 2017

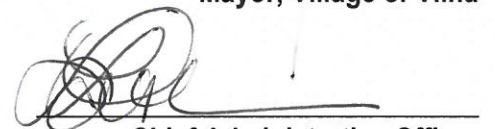

Mayor, Village of Waskatenau


Chief Administrative Officer
Village of Waskatenau

VILLAGE OF VILNA

DATE: January 23, 2017


Mayor, Village of Vilna


Chief Administrative Officer
Village of Vilna

Schedule "B"

Regional Community Development Committee (RCDC)

OATH OF OFFICE AND CONFIDENTIALITY AGREEMENT

As a Public-at-Large Committee Member of the Regional Community Development Committee (RCDC), on behalf of _____:
Municipality

I, _____ UNDERSTAND AND AGREE
(Please Print Name)

THAT THE FOLLOWING CONDITIONS SHALL APPLY TO MY POSITION:

1. Exercise the powers of my office and fulfill my responsibilities, at all times, in good faith, with due diligence, care and skill in a reasonable and prudent manner; and in the best interests of the Regional Community Development Committee (RCDC).
2. Respect and support the Committee's and municipality's bylaws, policies, Code of Conduct, and decisions of the Committee and membership.
3. Any information recorded or not, received or acquired in connection with my duties is considered confidential. Confidential information includes all records which in any way would divulge information in regards to any community member or his/her family; and any other matters specifically determined by committee to be matters of confidence including matters dealt with during executive session (in-camera) meetings of the Committee.
4. I shall act in a professional manner in the performance of my duties as a Committee member of the Regional Community Development Committee (RCDC),
5. Immediately declare any personal conflict of interest that may come to my attention.
6. Immediately resign my position as Committee member of the Regional Community Development Committee in the event that I, or my colleagues on the Committee, have concluded that I have breached my Oath of Office.
7. I, as a Committee member am bound to maintain, in strict confidence, the Regional Community Development Committee's (RCDC) business, even after my appointment as member ceases.

Signed this _____ day of _____ 20____.

Committee Member Name

Committee Member Signature

Witness Name

Witness Signature