

**BYLAW 2020-01
TOWN OF BLACK DIAMOND**

A BYLAW TO ESTABLISH THE JOINT FRIENDSHIP AGREEMENT COMMITTEE WITHIN THE TOWN OF BLACK DIAMOND, IN THE PROVINCE OF ALBERTA.

WHEREAS Section 145 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended provides that Council may pass bylaws to establish Committees of Council and delegate to such Committees certain duties and powers imposed and conferred upon a Council by the said *Municipal Government Act*;

AND WHEREAS the Municipal Councils of the Towns of Turner Valley and Black Diamond delegate their powers, duties or functions to the Committee as established in Section 203(1)(2) and (3) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 as amended;

AND WHEREAS the municipal Councils of the Towns of Turner Valley and Black Diamond entered into the Friendship Agreement recognizing the value of ongoing communication between the two municipalities and the importance of having a mechanism to discuss matters of mutual interest and opportunities;

AND WHEREAS the municipal Councils of the Town of Turner Valley and the Town of Black Diamond wish to establish a joint Council Committee to facilitate this joint communication and information sharing;

AND WHEREAS the municipal Councils have agreed on the form of and functions for this Committee;

AND WHEREAS to bring the joint Council Committee into existence as a joint Committee of the two municipalities both municipal Councils must pass a bylaw to establish the joint Committee;

NOW THEREFORE the Council of Black Diamond hereby establishes the Joint Friendship Agreement Committee with the duties of the Committee as set out in the Friendship Agreement and the Terms of Reference attached to and forming part of this bylaw.

1. TITLE

1.1. This Bylaw may be cited as the "Joint Friendship Agreement Committee Bylaw".

2. DEFINITIONS

2.1. In this bylaw:

2.1.1. "Act" means the *Municipal Government Act*, R.S.A. 2000 M-26, as amended.

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- 2.1.2. “*Administration*” means the staff of the Towns of Turner Valley and Black Diamond, under the direction of their respective Chief Administrative Officers.
- 2.1.3. “*Administrative Support*” refers to the Administration resource person appointed to a Committee by the Chief Administrative Officer or their delegate.
- 2.1.4. “*Chief Administrative Officer*” of “*CAO*” means the Chief Administrator established by Council.
- 2.1.5. “*Code of Conduct*” means the Black Diamond Code of Conduct Bylaw 17-13, which establishes the conduct governing councillors and Members of Council Committees.
- 2.1.6. “*Committee*” means the Town of Turner Valley and Town of Black Diamond Joint Friendship Agreement Committee.
- 2.1.7. “*Council*” means the municipal Council of Turner Valley and Black Diamond;
- 2.1.8. “*Joint Consideration Document*” means a written description of a municipality’s joint challenge or opportunity, including request(s) of the other municipality which will include a clearly defined joint opportunity or issue description and background information, implications of request(s), and additional documentation.
- 2.1.9. “*Member*” means a Council Member of the Towns of Turner Valley and Black Diamond.
- 2.1.10. “*Subcommittee*” means a Subcommittee established to assist with the duties of a Board or Committee.
- 2.1.11. “*Towns*” means the Town of Turner Valley and the Town of Black Diamond as municipal corporations.
- 2.1.12. “*Terms of Reference*” means a Terms of Reference approved by Council that establishes the functions, procedures, membership, and other governance characteristics of a Committee.

3. MEMBERSHIP

- 3.1. The Committee shall consist of all the Members of the Councils of the Town of Turner Valley and the Town of Black Diamond.

4. COMMITTEE ROLES AND RESPONSIBILITIES

- 4.1. The Friendship Agreement will be the governing document to the Committee.
- 4.2. The Terms of Reference attached to and forming part of this bylaw establishes the procedures and other governance characteristics of this Committee.

5. CODE OF CONDUCT

- 5.1. The Committee Members will govern themselves in accordance to their respective Code of Conduct Bylaw.

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6. BUDGET AND REMUNERATION

- 6.1. The Joint Friendship Agreement Committee may have the budgets and resources established in the Operating Budget of the Town of Black Diamond as approved by Council.
- 6.2. Council Members are remunerated in accordance with their respective remuneration policies as amended from time to time, unless the Terms of Reference provides for otherwise.

7. CONFLICT RESOLUTION

- 7.1. If conflict occurs, the conflict resolution protocols of the Friendship Agreement shall be followed.

8. SEVERABILITY

- 8.1. Each provision of this Bylaw is independent of all other provisions. If a provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, the remaining provisions of the Bylaw will remain valid and enforceable.


9. EFFECTIVE DATE

- 9.1. This Bylaw will take force and effect upon third and final reading and signing thereof.

READ A FIRST TIME this 4th day of March A.D. 2020.

READ A SECOND TIME this 4th day of March A.D. 2020.

READ A THIRD AND FINAL TIME this 18th day of March A.D. 2020.



MAYOR



LEGISLATIVE SERVICES MANAGER

March 25, 2020

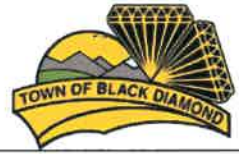
Date signed

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Schedule "A"**



**JOINT FRIENDSHIP AGREEMENT COMMITTEE
TERMS OF REFERENCE**



#	ITEM	DETAILS
1	NAME	a) Joint Friendship Agreement Committee (JFAC) – attached to and forming part of the Joint Friendship Agreement Committee Bylaw.
2	GENERAL PURPOSE	a) The aim of the JFAC meetings is to provide a forum to ensure Councils and staff of both communities continue to comply with the Friendship Agreement. The Friendship Agreement outlines the commitment of both Turner Valley and Black Diamond to work collaboratively keeping each other informed of strategic changes, and to explore collaboration opportunities.
3	MEMBERSHIP	a) Both Turner Valley and Black Diamond Councils of a whole.
4	LEADERSHIP & GOVERNANCE STRUCTURE	<p>a) The Friendship Agreement shall be the governing document to the Joint Friendship Agreement Committee.</p> <p>b) The Mayor, or in the absence of the Mayor, the Deputy Mayor, of each hosting municipality shall act as Chair.</p> <p>c) The CAO's will serve as administrative advisors to the JFAC. Other administrative staff will assist the Committee as required, at the discretion of the CAO's.</p> <p>d) The Councils of Black Diamond and Turner Valley delegate all of its powers, duties and functions by enactment of the Joint Friendship Agreement Committee Bylaw to the Committee in accordance to s. 203(1)(2) and (3) of the <i>Municipal Government Act</i>.</p>
5	MEETINGS	<p>a) The meetings of the Committee will be held in public unless otherwise authorized by the Act.</p> <p>b) Each Council Member of Black Diamond and Turner Valley is appointed to and expected to attend the JFAC meetings.</p> <p>c) A quorum of the Committee will be eight (8) Members and must include a minimum of four (4) representatives from each municipality.</p> <p>d) JFAC meetings will occur not less than twice per year. Special meetings of the Committee may occur at any time upon consensus agreement of the Council of the Town of Turner Valley and the Council of Black Diamond.</p> <p>e) The host municipality will prepare and distribute meeting minutes. The host shall circulate the meeting minutes to their respective counterparts for further comment and recirculation within ten days of the completion of the meeting. Upon the JFAC membership signing off on the meeting minutes, they shall then be sent to be ratified by each respective Council at their next available business meeting.</p>

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		<p>f) Any action items arising from the previous meeting shall be completed and where applicable, circulated with the agenda. The hosting municipality will be responsible for soliciting agenda items from the Councillor's and CAO's of both municipalities.</p> <p>g) Meeting agendas and minutes will be posted to each respective Council's CivicWeb site.</p>
6	KEY STRATEGIC DIRECTIONS	<p>a) Promote Intermunicipal and Community Collaboration</p> <p>b) Commitment to Communications between Communities</p> <p>c) Define how problems will be solved between Communities</p> <p>d) Resolve any other issues arising from the unique relationship as neighbours.</p>
7	ROLES AND RESPONSIBILITIES	<p>As outlined in the Friendship Agreement</p> <p>a) Council: By establishing the Joint Friendship Agreement Committee Bylaw each Council has shown direction to their CAO's, staff and the public by recognizing, understanding and facilitating the cumulative value of the two municipalities working together.</p> <p>b) Administration: The CAO's of each community shall be the conduit to ensure continuity and communications are provided to all levels of the municipality.</p> <p>c) Staff: Staff at all levels under the direction of the CAO's will be responsible to ensure the principles of the agreement are carried out operationally.</p>
8	RESOURCES – FINANCIAL	<p>a) An annual spending threshold of \$3,000.00 annually per respective member municipality for a total annual amount not to exceed \$6,000.00.</p> <p>b) This threshold will be considered in each member municipality's annual operating budget planning.</p> <p>c) The Committee nor any Member thereof shall have the power to pledge any more than the \$6,000.00 budgeted for threshold, nor shall the said Committee or any Member thereof have any power to authorize any expenditure above the threshold to be charged against either Town.</p>
9	RESOURCES – HUMAN / OTHER	<p>a) The hosting CAO shall provide for Administrative Support for the meetings.</p>
10	COMMUNICATION	<p>a) Both municipalities shall co-ordinate press releases on common public information through elected officials and/or the CAO's or communication leads.</p>
11	REVIEW AND EVALUATION	<p>a) At the first meeting of the Committee following a municipal election, an orientation will be provided to all Members including those newly elected officials of the signed Friendship Agreement and the JFAC Terms of Reference. Each Member will be requested to acknowledge their understanding and intent of the agreement.</p>
12	RECOGNITION AND THANKS	<p>a) Each municipality has agreed to include the other in its celebrations and ceremonies, engaging officials or staff at the appropriate level.</p>

