

BEING A BYLAW OF THE TOWN OF WESTLOCK IN THE PROVINCE OF ALBERTA TO ESTABLISH A WESTLOCK AND DISTRICT FAMILY AND COMMUNITY SUPPORT SERVICES ADVISORY BOARD

WHEREAS, under the provisions of *Part 5, Division 1, Council and Council Committees Section 145, Municipal Government Act, Chapter M-26, R.S.A. 2000*, and amendments thereto, the Council may pass a Bylaw for the purposes of establishment and function of Council Committees and other bodies and,

WHEREAS, the Town of Westlock Council, Westlock County Council and Village of Clyde Council have entered in to a joint agreement with the Province of Alberta, for the provision of Family and Community Support Services Program in accordance with the *Family and Community Support Services Act Chapter F-3, R.S.A 2000* and *Family and Community Support Services Regulation 218/94*.

WHEREAS, the Town of Westlock is the managing partner of the Westlock and District Family and Community Support Services Program,

WHEREAS, the Town of Westlock Council deems it necessary to establish a Westlock and District Family and Community Support Services Advisory Board and to define its duties, powers and responsibilities.

NOW THEREFORE, Council and the Town of Westlock, duly assembled, hereto enacts as follows:

1. This Bylaw may be cited as the "Family and Community Support Services Advisory Board Bylaw."
2. That the Mayor and Chief Administrative Officer of the Town of Westlock are hereby empowered to execute the Westlock and District Family and Community Support Services Program agreement with Westlock County and the Village of Clyde, attached hereto as Schedule A, which establishes the Westlock & District Family & Community Support Services Advisory Board.
3. That the said agreement, attached hereto as Schedule A, is hereby incorporated and made part of the Bylaw.
4. Bylaw 2013-13 "Westlock and District Family and Community Support Services Board Bylaw" and any amendments hereto, is hereby rescinded.




5. This Bylaw shall take full force and effect on third and final reading.

READ a first time this 24th day February 2020

READ a second time this 22nd day June 2020

READ a third and finally time and passed this 22nd day of June 2020

Signed by Mayor and CAO this 22nd day of June 2020



Ralph Leriger, Mayor
MURTAZA JAMALI, DEPUTY
MAYOR



Simone Wiley, CAO



THIS AGREEMENT made in this 11th day of June 2020

Between:

Town of Westlock
(A Municipal Corporation in the Province of Alberta)
Of the First Part

Westlock County
(A Municipal Corporation in the Province of Alberta)
Of the Second Part

Village of Clyde
(A Municipal Corporation in the Province of Alberta)
Of the Third Part

WHEREAS, the Town of Westlock Council, Westlock County Council and Village of Clyde Council have entered into a joint agreement with the Province of Alberta, for the provision of a multi - municipality Family and Community Support Services Program in accordance with the *Family and Community Support Services Act Chapter F-3, R.S.A 2000* and *Family and Community Support Services Regulation 218/1994*.

AND WHEREAS, the Partners have resolved to enter into an agreement with each other with respect to the operation of a regional Family and Community Support Services program; referred to as the Westlock and District Family and Community Support Services Program.

AND WHEREAS, Town of Westlock has entered into an agreement to act as the Unit Authority for multi municipal Westlock and District Family and Community Support Services Program.

AND WHEREAS, the Town of Westlock agrees to act on behalf of the other Partners for administration and operation of the Westlock and District Family and Community Support Services Program.

AND WHEREAS, the other Partners to the agreement agree that the Town of Westlock is responsible for administration and operation of the Westlock and District Family and Community Support Services Program.

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NOW THEREFORE the Partners agree as follows;

DEFINITIONS:

Alternate Board Member – shall mean the alternate municipal representative on the Board as appointed by a Partner as per Section 3.1.10 of this agreement.

Board Member – shall mean any person that sits on the Board, either elected official or member at large as per section 3.1.1 – 3.1.10 of this agreement.

Board -shall mean the Westlock and District Family and Community Support Services Advisory Board.

Community Board Member - shall mean a Board member appointed by a Partner municipality or a Board member appointed as per Section 3.1.5 to 3.1.9 of this agreement.

Elected Official Board Member – shall mean the municipal representative on the Board as appointed by a Partner as per Section 3.1.1 to 3.1.4 of this agreement.

FCSS - shall mean the Westlock and District Family and Community Support Services.

Partners - shall mean Town of Westlock, Westlock County, and Village of Clyde.

1. FUNDING and ADMINISTRATION

The cost of the FCSS Program shall be shared by the Partners to the Agreement and shall be determined by Municipal Councils prior to the adoption of the budget.

The following is agreed to:

The Town of Westlock shall:

- a) enter into a formal agreement with the Province for FCSS funding;
- b) as the Unit Authority enter into the Agreement for Funding with the Province and will ensure that the FCSS Act and Regulations are adhered to;
- c) agree to provide for the management, administration, operation, and governance of the FCSS Program;
- d) ensure the FCSS Board is maintained and adheres to the FCSS Regulations;
- e) ensure that programs provided by Westlock and District Family Community Support Services are available to residents within the FCSS District as defined by geographical boundaries of the partnering municipalities;
- f) provide to the Partners an operating budget by November 15 of each year;
- g) provide to the Partners if required a capital budget to be approved by the Partners; and
- h) enter into other types of Provincial Government funding, Federal Government funding or other types of public funding for such programs, that the Partners have agreed to contribute part or all of the costs.

The County of Westlock and Village of Clyde shall:

- a) enter into a formal agreement with the Province for FCSS funding;
- b) ensure each Partner's portion of shared funding from the Provincial Municipal Funding formula

shall be payable by each Partner to the Town, on quarterly basis established by the approved budget. The final fourth (4th) quarter will be based on the annual Audited Financial Statements and adjusted to actual expenditures as at December 31 each year; and

- c) ensure representation is appointed to the FCSS Board.

2. TERMINATION OF AGREEMENT

Any Partner wishing to terminate this Agreement must provide written notice to the Partners on or before July 1 in any year. The terminating Partner shall be deemed to be no longer participating in any part of the FCSS program effective after December 31st in the year in which notice was given.

3. ESTABLISHMENT AND COMPOSITION of the WESTLOCK AND DISTRICT FCSS ADVISORY BOARD

- 3.1** The composition of the Board shall consist of a maximum of ten (10) Board Members, that include:

- 3.1.1** two (2) members from Westlock Town Council; as appointed by resolution of Council, at the municipal Organization Meeting;

- 3.1.2** two (2) members from Westlock County Council as appointed by resolution of Council at the municipal Organization Meeting;

- 3.1.3** one (1) member from the Village of Clyde Council as appointed by resolution of Council at the municipal Organization Meeting;

- 3.1.4** in the event of a vacancy, the appointing partner will appoint a replacement within two (2) months of the occurrence;

- 3.1.5** one (1) community member at large, over the age of 55 to represent Senior Citizens;

- 3.1.6** one (1) community member at large representing families with children;

- 3.1.7** one (1) resident representing a local or regional social service or mental health agency serving the Community;

- 3.1.8** one (1) community member at large, representing the community at large;

- 3.1.9** one (1) community member at large, representing the youth aged 15 - 25;

- 3.1.10** each Partner may appoint an Alternate Board Member which must be an elected official from the appointing Partner;

- 3.1.10.1.1** the sole function of an Alternate Board Member is to perform the functions and duties of a Board Member who is unable to attend a Board meeting; and

3.1.10.1.2 the Partner shall be responsible to notify the Alternate Board Member regarding Board meetings that are to be attended and provide any documents or information necessary for the Alternate Board Member to prepare for the meeting.

3.2 General community member applicants selected for appointment to the Board shall be appointed by resolution of Westlock Town Council.

3.2.1 Appointments shall be made in the month of October at the Organizational Meeting of each municipal partner Council to be effective the first day of November of the current year, unless the appointing resolution provides for an alternate date.

3.2.2 Appointments shall be for a specified term, not exceeding three (3) years.

3.2.3 The term of any Board member so appointed shall not exceed two (2) consecutive terms, or six (6) consecutive years.

3.2.4 A Community Board Member may be reappointed to the Board after one (1) year has elapsed from the end of the six (6) consecutive years.

3.3 Any vacancies caused by the death, retirement or resignation of a Board member, may be filled by resolution of Westlock Town Council.

3.4 A Councillor who has been appointed as a Board member pursuant to Section 3.1, upon vacating or being removed from their office as Councillor during the term of their appointment to the Board, shall have their appointment to the Board terminated.

3.5 The Board shall have the authority to form ad hoc committees and task forces from among its Board members to assist it in carrying out its objectives and responsibilities under this Agreement.

3.6 Ad hoc committees and task forces established by the Board shall report to the Board in a manner determined by the Board.

3.7 The Board shall not have the power to pledge the credit of the Town, to pass bylaws or to enter into any contractual agreements.

3.8 Board members shall only speak on behalf of the Board when formally given such authority for a specific defined purpose.

4. REMUNERATION

4.1 Community Board Members shall hold office without remuneration.

5. TERMINATION OF APPOINTMENTS

5.1 The rules of conduct relating to pecuniary interest contained in the *Municipal Government Act* shall be deemed to apply to Board members.

5.2 A Board member may resign from the Board at any time upon sending written notice to the Board and to Westlock Town Council to that effect.

5.3 Westlock Town Council may, by resolution, terminate the appointment of any Community Board member if:

5.3.1 the Community Board member is absent from more than three (3) consecutive meetings of the Board without being excused by Westlock Town Council or the appointing authority;

5.3.2 the Community Board member uses information gained through his position as a Community Board Member to gain a pecuniary benefit;

5.3.3 the Community Board member has failed to disclose a conflict of interest or pecuniary interest in a meeting upon which the Community Board Member participated in the meeting as a Community Board Member;

5.3.4 the Community Board member has failed to follow the practices and procedures set out by the Board in respect of meetings before the Board;

5.3.5 the Community Board member otherwise conducts himself in a manner that Westlock Town Council considers to be improper; or

5.3.6 he or she ceases to be a resident of the FCSS District.

5.4 The appointment of a Community Board member may at any time be revoked by resolution of the appointing Council.

6. APPOINTMENT OF CHAIR AND VICE-CHAIR

6.1 At its first regular meeting held in November in each year, the Board shall elect, by a majority vote of the Board members present, one Board Member for the office of Chair and one Board member for the office of Vice-Chair.

6.2 The Chair shall preside over the conduct of the meeting including the preservation of good order and decorum, ruling on points of order, replying to points of procedure and deciding all questions relating to the orderly procedure of the meeting.

6.3 The Vice-Chair shall preside over any business before the Board in the event of the absence or inability to act of the Chair.

6.4 In the event of the absence or inability to act of the Chair and Vice - Chair at a meeting of the Board, the Board members present shall elect, by a majority vote, a Board member to act as Chair at that meeting.

6.5 A Chair or Vice-Chair may be re-elected for successive terms of office.

7. QUORUM

7.1 A majority of Board members present shall constitute a quorum at any meeting of the Board.

7.2 As soon as there is a Quorum of Board members after the hour fixed for the meeting, the Chairman shall take the Chair and call the meeting to order.

7.3 In the event of a tie vote, a motion will be defeated.

8. MEETINGS

8.1 The Board shall meet at regular intervals to undertake the duties assigned to it by Westlock Town Council under this Agreement and any resolution of Westlock Town Council pursuant to this Agreement. Meetings shall be held a minimum of nine (9) times per year.

8.2 The Board shall give at least 24 hours' notice of a Board meeting or a change in the location or time of a Board meeting:

8.2.1 to the Board members; and

8.2.2 to the public.

8.3 Notice shall be deemed to have been properly given if posted for public viewing in the FCSS office, Westlock Town office, and Westlock Town website.

8.4 Where a person requests an opportunity to speak to the Board at a Board meeting, and the Board deems it to be appropriate then such permission may be granted.

8.5 A written request to speak to the Board together with the subject matter of the presentation and the amount of presentation time required shall be made to the FCSS Director, at least five (5) working days prior to the regular Board meeting. Requests received less than five (5) days before a regular Board meeting shall be included on the agenda for the next regular Board meeting.

8.6 Information presented by a person to the Board shall relate only to the subject matter for which the presentation was originally requested.

8.7 Meetings of the Board shall be held in public. The Board may, when discussing issues involving matters it deems confidential go into a closed meeting to discuss such matters.

8.8 The Board shall consider and decide upon all matters in public.

8.9 When any matter relating to the meeting procedures is not addressed in this Bylaw, Roberts Rules of Order, if applicable, shall apply.

9. BOARD RESPONSIBILITIES

9.1 The Board shall:

9.1.1 identify needs within the community that fall within the mandate of Family and Community Support Services;

9.1.2 act as a catalyst to respond to needs identified within the community;

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- 9.1.3 facilitate co-operation and joint planning with related community groups, agencies, committees, or surrounding communities to better co-ordinate FCSS programs and facility planning;
- 9.1.4 promote, encourage and facilitate voluntarism and use of volunteers, and to encourage citizen participation in program development;
- 9.1.5 advise Westlock Town Council regarding policies that are consistent with community needs;
- 9.1.6 evaluate existing policies;
- 9.1.7 review and consider all project proposals and representations from the community at large with respect to preventive support services;
- 9.1.8 make recommendations to Westlock Town Council on budget items pertaining to FCSS programs, however the Board is not responsible for detailed budget preparation;
- 9.1.9 make recommendations to Westlock Town Council on items that they deem to be in the general interest of the community at large;
- 9.1.10 provide input into current FCSS programs;
- 9.1.11 review and make recommendations to Westlock Town Council on fees and charges policies for FCSS related and programs; and
- 9.1.12 solicit input, formulate policy and make recommendations on relevant topics and issues when requested by Westlock Town Council.
- 9.2 Board members shall have access to documentation on FCSS policy and procedures included in the Town's Policy and Procedures manual.
- 9.3 Only those Board members present at the meeting of the Board shall take part in deliberations and decisions of the Board on any matter before it.
- 9.4 The Board may make rules as are necessary for the conduct of its meetings and its business that are consistent with this Agreement and any other applicable Bylaws of the Town.
- 9.5 A Board meeting may be conducted by electronic or other communication facilities as per the following direction:
 - 9.5.1 a Board Member must notify the Board Chairperson and FCSS Executive Director on their intentions to meet through electronic means five (5) business days immediately prior to the Board Meeting;
 - 9.5.2 a Board Member may attend a regular Board meeting electronically no more than two (2) times a year;

- 9.5.3** a Board Member shall only be permitted to attend a meeting by means of electronic communications if the location in which the meeting is to be held is equipped in a manner that enables all Board Members participating in the meeting to watch or hear one another;
- 9.5.4** a Board Member attending a meeting by electronic communications is deemed to be present at the meeting for whatever period of time the connection via electronic communications remains active;
- 9.5.5** the Board Chairperson shall announce to those in attendance at the meeting that the Board Member is attending by means of electronic communications; and
- 9.5.6** when a vote is called, Board Members attending by means of electronic communications shall be asked to state their vote only after all Board Members present have cast their vote by a show of hands.

10. LIMITATIONS

- 10.1** The Board makes its recommendations to Westlock Town Council.
- 10.2** The FCSS Director reports directly to the Director of Community Services for the Town of Westlock.

11. COMMUNICATIONS

- 11.1** The Board shall have prepared and maintain a file of written minutes of the Board meetings and provide a copy of the meeting minutes to the Partners.
- 11.2** Annual Audited Financial Statements, FCSS Provincial Program Reviews, FCSS Reconciliation Reports and monthly reports will be forwarded to the Partners.
- 11.3** The Board shall be accountable to the Westlock Town Council, and if so requested, shall make presentations to Westlock Town Council regarding important issues or a year end report of the year's activities.
- 11.4** The Board if so requested shall make presentations to the Partners.

12. CONFIDENTIALITY

- 12.1** The Board shall adhere to the terms of:
- 12.1.1** the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, as amended or repealed and replaced from time to time and Regulations thereunder;
- 12.1.2** the *Personal Information Protection Act*, S.A. 2003, c. P-65, as amended or repealed and replaced from time to time and Regulations thereunder; and

12.1.3 any other applicable federal, provincial or municipal enactment.

13. BOARD RESPONSIBILITIES OF THE FCSS DIRECTOR

13.1 The office of the FCSS Director shall provide the services of a Secretary to the Board.

13.2 The FCSS Director shall attend all meetings of the Board and shall keep all minutes, documents and records of the Board in his/her custody and control.

13.3 In consultation with the Board Chair, the FCSS Director shall:

13.3.1 prepare an agenda for each meeting of the Board; and

13.3.2 shall arrange to provide a copy of the agenda to each Board member at least three (3) calendar days prior to each meeting.

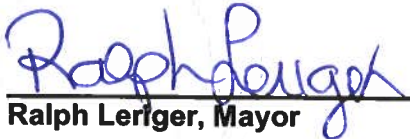
13.4 The FCSS Director shall manage the correspondence of the Board and provide it with such administrative services as the Board may require.

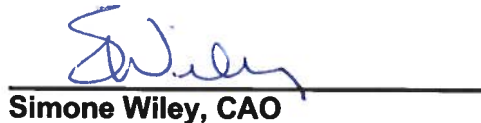
13.5 The FCSS Director shall provide advice, research and information as required by the Board.

13.6 The FCSS Director or staff shall not be a Board member and may not vote on any matter.

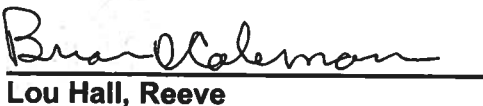
IN WITNESS WHEREOF the parties hereto have executed this Agreement as at the day and year first written above.

Town of Westlock


Ralph Leriger, Mayor

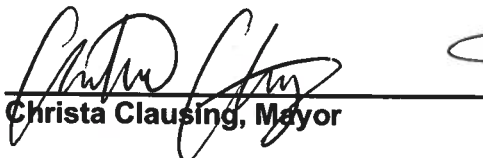

Simone Wiley, CAO

Westlock County


Lou Hall, Reeve


~~Leo Ludwig, CAO~~
Rick McDonald, Interim CAO

Village of Clyde


Christa Clausing, Mayor


Ron Cust, CAO