

**THE KNEEHILL REGIONAL FAMILY AND COMMUNITY SUPPORT SERVICES AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

BETWEEN

**KNEEHILL COUNTY  
THE TOWN OF THREE HILLS  
THE TOWN OF TROCHU  
THE VILLAGE OF ACME  
THE VILLAGE OF CARBON  
THE VILLAGE OF LINDEN**

(the Parties)

**WHEREAS** the FCSS Act and Regulations provide for a program to be sponsored by municipalities to:

- a) promote and facilitate the development of stronger communities;
- b) promote public participation in planning, delivering and governing the program and services provided under the program;
- c) promote and facilitate the involvement of volunteers;
- d) promote efficient and effective use of resources;
- e) promote and facilitate cooperation and coordination with allied service agencies operating within the municipality.

**AND WHEREAS** the Parties are authorized by Bylaw to enter into an agreement with one another for Joint Preventive Social Service programming;

**AND WHEREAS** there exists a written agreement between all of the Parties dated the 24<sup>th</sup> day of October 2012 which replaced the initial agreement signed 17<sup>th</sup> day of February 1998 to form the Kneehill Regional Family and Community Support Services;

**AND WHEREAS** the Parties desire to replace this agreement with another agreement to continue with the Kneehill Regional Family and Community Support Services program in conformity with the Family and Community Support Services Act, hereinafter known as the FCSS Act;

**AND WHEREAS** the Family and Community Support Services Act provides that municipalities shall form a board to provide for the establishment, administration and operation of a joint Family and Community Support Services Program for the benefit of the participating municipalities, the following are agreed to by all parties:

**THEREFORE, IN CONSIDERATION OF THESE PREMISES AND COVENANTS CONTAINED THEREIN, THE PARTIES AGREE AS FOLLOWS:**

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### IN THIS AGREEMENT:

**“Board”** means the board of the Kneehill Regional Family and Community Support Services as established by this Agreement.

**“Council”** means the Council of a Municipality as defined in the Municipal Government Act, R.S.A. 2000.

**“Minister”** means the Minister of Seniors, Community and Social Services.

**“Ministry”** means the Ministry of Seniors, Community and Social Services.

**“Program”** means the Family and Community Support Services program as defined in the Family and Community Support Services Act, Revised Statutes of Alberta 1998 and revisions and amendments thereto,

**“Project”** means a specific activity or agency funded under the auspices of the Kneehill Regional Family and Community Support Services program.

**“Regulations”** includes the Regulations of the Family and Community Support Services (FCSS) Act and any further amendments or regulations to this Act.

### I. AGREEMENT

1. This agreement replaces and supersedes all previous Program agreements.
2. The parties hereby agree that this agreement shall continue a Program known as “The Kneehill Regional Family and Community Support Services”.

### II. MISSION STATEMENT OF THE KNEEHILL REGIONAL FCSS

1. The Parties hereby agree that the mission of The Kneehill Regional Family and Community Support Services Program shall be the following:

“TO MAINTAIN AND STRENGTHEN THE QUALITY OF LIFE FOR ALL RESIDENTS OF PARTICIPATING MUNICIPALITIES BY SUPPORTING VOLUNTEERISM AND PROVIDING PREVENTIVE SOCIAL INITIATIVES AND PROGRAMS.”

### III. CORPORATE ADMINISTRATION

In order to decrease the costs of administration of the Kneehill Regional FCSS Program and ensure the maximum amount of funding is provided to the preventive social services programs, the following items will be administered by Kneehill County, acting as the Corporate Administrator, on behalf of and at the direction of the Parties:

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1. To act as the signing authority for funding applications under the FCSS Act and Regulations submitted to the Minister.
2. To enter into an agreement with the Minister to provide for the administration and operation of a Family and Community Support Services program as outlined in the FCSS Act and Regulations.
3. To receive funding from the Minister as granted under the FCSS Act and Regulations, or any other source, and designate for purposes related to the Program.
4. To sign such legal agreements as are needed for the Program, as requested by the Board or their delegate.
5. To be responsible for the timely payment of expenses incurred by the Program within the Program's approved budget.
6. To be responsible for the collection, receipt, and safety of all monies belonging to or accruing to the program.
7. To be responsible for depositing all monies received by the Board in a chartered bank or other financial institution and shall as much as feasible or practicable, keep such funds invested in interest bearing accounts.
8. To provide payroll service.
9. To provide assistance with the review engagement report.

The Corporate Administrator shall not solely direct or be responsible for the Board's activity or decisions and shall not be solely liable for any action taken on behalf of the Board subject to this agreement.

### **IV. SPECIFIC OBLIGATIONS TO BE PROVIDED BY KNEEHILL COUNTY FOR A MINIMUM OF 10 (TEN) YEARS**

1. IT support and server use.
2. HR Support
3. Access to the County's financial system for the purposes of running financial reports.
4. After hours access to the Kneehill County Administration Office.
5. Use of meeting room space, if necessary.
6. Storage of minutes.
7. Provision of office space as determined by Kneehill County.
8. Utilities associated with the provision of office space while the Program is a tenant.
9. Phone and internet services connected to the office space while the Program is a tenant.
10. Custodial and general maintenance work related to the office space while the Program is a tenant.

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## V. ORGANIZATION

1. The Board shall be named the Kneehill Regional Family and Community Support Services Board.
2. The Board shall consist of one (1) member from each of the Parties
3. APPOINTMENT AND TERM OF MEMBERSHIP OF THE BOARD
  - a) Member Councils shall, at their organizational meeting and, in any event, not later than the 15<sup>th</sup> day of November, appoint a person to the Board. A Board member may be an elected official of Council or an appointed member of the community at large. The term of the appointed Board member shall be one year from the date of appointment.
  - b) Councils may also appoint an Alternate member to the Board. The term of the appointed Alternate shall be concurrent with the term of the primary appointed member.
  - c) Board members may resign at any time during their appointment by submitting their resignation to their Council and to the Board.
    - i. If a Board member is absent from three (3) consecutive meetings of the Board, without being excused by resolution of the Board, the Board may make a request of the participating municipality (ies) to review their Board member's continued representation on the Board.
    - ii. The Board may request the resignation of any member through that member's appointing municipality(ies) if it appears to be in the public interest.
    - iii. Council's shall ensure that a Board member's position is not vacant longer than three (3) consecutive months.
    - iv. The respective Parties shall furnish the Board, within three months following a vacancy, with the name, address, email address and telephone number of any appointed member.
4. ROLES AND RESPONSIBILITIES OF THE BOARD
  - a. The Board shall annually elect from among its members, a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson shall constitute the Executive.
  - b. Regular meetings of the Board shall be held as necessary, with the time and place of such meetings to be determined by the Board.

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- c. Special meeting of the Board may be called by the Chairperson, or by a majority of the Board, provided members have received 48 hours notice.
  - i. Notice shall be deemed to have been received through notice in person, by email, phone or regular mail, to the Board member or their designated alternate.
  - ii. Where a Board member is unable to attend, it shall be the Board member's responsibility to notify their Alternate.
- d. Board members shall advise their respective Councils on an ongoing basis of the activities of the program as well as present the following year's budget.
- e. Board members are required to vote on all issues unless they declare a conflict of interest prior to the vote.

### 5. POWERS AND DUTIES OF THE BOARD

- a. Any decisions made by the Board within its jurisdiction and approved budget shall be binding on all Parties to this Agreement, notwithstanding that the Board member for such party may have been absent from the meeting when such decision was made.
  - i. Notwithstanding the above, decisions regarding the budget of The Kneehill Regional Family and Community Support Services shall be voted on by all Board members or their Alternates.
- b. The Board shall carry out programs in accordance with the Family and Community Support Services Act and/or Regulations as amended from time to time, and/or any other specific programs established within the participating municipalities.
- c. The Board shall consult with communities, groups and individuals in respect of issues pertaining to the philosophy and principles of the Family and Community Support Services programs.
- d. The Board shall promote citizen awareness of the Family and Community Support Services programs and of the importance of the preventive nature of the programs.
- e. The Board shall encourage and, if necessary, organize such consultations with professional groups, social agencies (public or private) or other groups which may promote the establishment of the effective implementation of the services.
- f. The Board shall ensure that the need for new programs is adequately established by research and statistics.

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- g. The Board may approve, defer, or reject any project proposed to it.
  - h. The Board shall have the power to terminate funding to any program at any time in accordance with the signed funding agreements between the Board of The Kneehill Regional Family and Community Support Services and the program Boards.
  - i. The Board, in cooperation with the Ministry responsible for FCSS funding shall be responsible for on-going evaluation, assessment and delivery of existing programs and services, consultation, planning and development of new services in response to identified needs in the community.
  - j. The Board shall appoint a Director as per policy.
    - i. The Board shall appoint an Acting Director when the Director is absent for an extended period of time or when the office of Director is vacant. The Acting Director shall have the same powers and duties of the Director.
  - k. The Board shall establish and administer personnel policies, salary rates and benefits for all employees.
  - l. The Board may operate, or participate in, pension and benefit plans for its employees in conjunction with the Corporate Administrator.
  - m. QUORUM: A quorum shall be a simple majority of the Board. Every Member of the Board shall be required to vote on every question, except where a Board member declares a conflict of interest and requests to be excused from that vote.
  - n. The Board shall act as a Committee of the Whole with respect to confidential matters such as personnel and other contractual issues.
  - o. Minutes of all regular and special meetings shall be recorded. The Director shall attend to all related correspondence dealing with matters arising from the minutes. Copies of the approved minutes of regular and special meetings of the Board shall be emailed to the Parties.
2. BOARD DECISIONS – FINANCIAL
- a. The Board shall have the power to maintain, control, and manage the affairs of the regional FCSS program, and the power to disburse funds up to the amount of the budget approved by the Board and the Parties, and the power to disburse any other grants received by the Board (fees, donations and other monies received in the course of operating the program).

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- b. In June, the Corporate Administrator will invoice the parties for their complete share of the Kneehill Regional FCSS program.
- c. The Board shall prepare the annual budget for the Kneehill Regional Family and Community Support Services and shall provide a copy of the budget to the Parties prior to October 31<sup>st</sup> for the following year for review and approval.
  - i. The Board shall not have the power to expend any public monies other than such monies voted by Councils or received by grant, donation or fees as necessary for the carrying on of the management and operational functions of the FCSS program.
  - ii. The Board shall not have the power to pledge the credit of the parties to the Agreement beyond the limits set by Councils in the approved budget.
  - iii. The budget shall be approved by no less than four (4) member municipalities by Council motion.
- d. Unless otherwise appointed by the Board, the Board shall use the Corporate Administrator's auditor to examine the financial statements and complete the Review Engagement Report.
- e. The Board shall, each year, furnish the Council of each municipality and the Minister with a financial statement of its receipts and payments for the preceding year and shall supply each Council and the Minister with such information regarding its management and operation as may be requested, on the understanding, however, that the requesting party shall be responsible for all extra expenses incurred as a result of fulfilling such request for other information.
- f. The Board may, pending receipt of all or any part of the funds to be provided under the Agreement between the parties hereto, and the Minister, from time to time, borrow such sums as may be required to finance the maintenance and operation of the program pending the receipt of those funds. It being agreed, however, that the Board may not borrow or enter into any agreements to borrow any sums of money greater than the budget approved by the Board and all of its member municipalities and may only borrow such sums of money provided it has received confirmation from the Minister that the budget has been approved and funds are forthcoming. The Board Chairperson and the Vice-Chairperson shall be designated signing authorities in such borrowing transactions.
- g. Per diems paid to Board members shall be the responsibility of their respective Councils.

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- h. From time to time the FCSS program may receive requests for services from residents of municipalities who are no longer participants of the FCSS program. The Board may agree to provide programming to those individuals or municipalities on a total cost recovery basis.

### **VI. LIMITATIONS OF POWERS AND DUTIES OF THE PARTIES**

1. No party to this agreement shall be solely liable for any action undertaken by the Board, or program personnel, nor shall any such party be liable for any sum of money greater than its share in the last approved budget.
2. No party to this agreement shall solely direct or attempt to direct the activities of or be responsible for activities of, or personnel involved in this program.

### **VII. THE KNEEHILL REGIONAL FCSS DIRECTOR'S DUTIES**

1. The Director shall adhere to the personnel policies developed by the Board
2. The Director shall present bimonthly financial and activity reports detailing the program's transactions and events to the board.
3. The Director shall prepare or cause to be prepared, an annual budget outlining proposed expenditures for the program for the coming year by no later than October 31<sup>st</sup>. The Director shall prepare or cause to be prepared the annual invoice to the Parties. The Director shall prepare or cause to be prepared an annual report for the Minister and the Board detailing program activities in the past year.
4. The Director shall attempt to attend all meetings of the Board.
5. The Director shall be an ex-officio member of the Board but with no voting rights.
6. The Director shall research, plan, consult with the Board and implement approved policies and programs.

### **VIII. PERSONNEL**

1. All personnel employed by the program shall be bonded and any premiums payable in respect of bonds shall be paid by the Board.
2. The Kneehill Regional Family and Community Support Services Director and personnel shall be hired either as employees or through an employee contract. Personnel will be employees of the Corporate Administrator and subject to the policies, benefits, payroll deductions, and other related matters of the Corporate Administrator unless otherwise covered by a separate agreement with a program Board. Suspensions and terminations of the Director may be made by the Board of the Kneehill Regional FCSS after consultation with the HR department and/or CAO of Kneehill County and, if deemed necessary, be in receipt of a legal opinion. Other personnel shall be hired and supervised by the Director, with suspensions and terminations in consultation with the HR department.



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### **IX. PROGRAMS**

1. The program may provide such needed services as are acceptable under the FCSS Act and Regulations.
2. The Board must receive a financial statement by March 31<sup>st</sup> , in respect of the preceding January 1<sup>st</sup> to December 31<sup>st</sup>, such statement will meet the requirements of the FCSS Act and Regulations.
3. The Review Engagement report will be forwarded to the Minister no later than April 30<sup>th</sup> each year. Only programs that are eligible under the FCSS Act will be considered part of this agreement.

### **X. TERMINATION OF THE PARTICIPATING MUNICIPALITIES IN THIS AGREEMENT**

1. Any of the parties to this agreement may terminate its participation in the Kneehill Regional FCSS program and in this agreement by delivering notice in writing to the Corporate Administrator, the Board, and the Minister on or before September 1<sup>st</sup> in any year.

Upon receipt of such notice the terminating municipality shall be deemed to be no longer participating in any part of the FCSS program effective after the 31<sup>st</sup> day of December in the following year in which notice is given.

2. Notwithstanding clause (1), Kneehill County may terminate its participation in this agreement as in Section X.1. but will fulfill the obligations of Section IV. Kneehill County will maintain the obligations of Section III until they can be transitioned to a participating party over a period not exceeding six (6) months.
3. In the event of notice of termination by any one of the parties, the remaining parties shall convene a meeting within 60 calendar days to review the agreement and the program's continued operation.
4. This agreement shall ensure to all those benefiting of and be binding on the parties hereto, their successors and assigns.
5. In the event of a dispute, if unresolved in ninety (90) days, all parties may proceed to an independent arbitrator, appointed after consultation with the provincial FCSS Director.
6. This agreement shall be reviewed annually in January.

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**XI. TERM**

This agreement shall become effective as per the date established above and persist until terminated or replaced by the Parties.

IN WITNESS WHEREOF the parties have affixed their Corporate Seals, as attested by the signature of their duly authorized signing officers.

**KNEEHILL COUNTY**

Per: \_\_\_\_\_  
Reeve

Per: \_\_\_\_\_  
CAO

**TOWN OF THREE HILLS**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
CAO

**TOWN OF TROCHU**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
CAO

**VILLAGE OF ACME**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
CAO

**VILLAGE OF CARBON**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
CAO

**VILLAGE OF LINDEN**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
CAO