

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

THIS AGREEMENT MADE THIS 24<sup>th</sup> DAY OF OCTOBER, 2012

BETWEEN

**KNEEHILL COUNTY**, a body corporate, having its offices in the Town of Three Hills, in the Province of Alberta.

(HEREINAFTER KNOWN AS PARTY OF THE FIRST PART)

AND

**THE TOWN OF THREE HILLS**, a body corporate, having its offices in the Town of Three Hills, in the Province of Alberta.

(HEREINAFTER KNOWN AS PARTY OF THE SECOND PART)

AND

**THE TOWN OF TROCHU**, a body corporate, having its offices in the Town of Trochu, in the Province of Alberta.

(HEREINAFTER KNOWN AS PARTY OF THE THIRD PART)

AND

**THE VILLAGE OF ACME**, a body corporate, having its offices in the Village of Acme, in the Province of Alberta.

(HEREINAFTER KNOWN AS PARTY OF THE FOURTH PART)

AND

**THE VILLAGE OF CARBON**, a body corporate, having its offices in the Village of Carbon, in the Province of Alberta.

(HEREINAFTER KNOWN AS PARTY OF THE FIFTH PART)

AND

**THE VILLAGE OF LINDEN**, a body corporate, having its offices in the Village of Linden, in the Province of Alberta.

(HEREINAFTER KNOWN AS PARTY OF THE SIXTH PART)

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### IN THIS AGREEMENT:

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

**“Minister”** means the Minister of Human Services.

**“Municipality”** means a city, town, village, municipal district or county.

**“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.

**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 municipalities within Kneehill County dated the 17<sup>th</sup> day of February, 1998 to form the Kneehill Regional Family and Community Support Services;

**AND WHEREAS** all of 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;

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

**I. AGREEMENT**

1. This agreement hereby replaces and supersedes all previous 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 CARE FOR AND STRENGTHEN THE QUALITY OF LIFE FOR ALL RESIDENTS OF PARTICIPATING MUNICIPALITIES VOLUNTEERISM, SUPPORT AND PROVIDING PREVENTIVE SOCIAL INITIATIVES AND PROGRAMS".**

**IN ORDER TO DECREASE THE COSTS OF ADMINISTRATION OF THE KNEEHILL REGIONAL FCSS, TO ENSURE THE MAXIMUM AMOUNT OF FUNDING IS PROVIDED TO THE PREVENTIVE SOCIAL SERVICE PROGRAMS, THE FOLLOWING ITEMS HAVE BEEN AGREED UPON BY KNEEHILL COUNTY AND THE TOWN OF THREE HILLS:**

**III. UNIT AUTHORITY – KNEEHILL COUNTY – POWERS AND DUTIES**

The parties hereby agree that Kneehill County, Party of the First Part, shall be the Unit Authority, acting on behalf of, and at the direction of the other parties to this agreement.

1. The powers and duties of the Unity Authority shall be:
  - a) To sign on behalf of the other parties, applications for funding under the FCSS Act and Regulations submitted to the Minister.
  - b) To enter into an agreement with the Minister, on behalf of and at the direction of the parties, to provide for the administration and operation of a Family and Community Support Services program as outlined in the FCSS Act and Regulations.
  - c) To receive from the Minister, funds as are granted under the FCSS Act and Regulations and to deliver these funds to the Board of the Kneehill Regional Family and Community Support Services program on behalf of the Minister.
  - d) To sign on behalf of the other parties and at their direction or at the direction of the Board, such legal agreements as are needed for the efficient and sound development of the program, such agreements to include: inter alia, leases, insurance documents and contracts.
  - e) To act as Unit Authority on behalf of the other parties only at the direction of the other parties, or at the direction of the Board.

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- e) To be responsible for the payment of expenses incurred by the program within budget allocation through the provision of accounts payable services.
- f) To be responsible for the collection, receipt and safety of all monies belonging to or accruing to the program and issue or cause to be issued, receipts therefore, through the provision of accounts receivable services.
- g) 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.
- h) To provide payroll service.
- i) To provide assistance with the review engagement report.

### IV. LIMITATIONS OF THE POWERS AND DUTIES OF THE UNIT AUTHORITY

- 1. The Unit Authority shall not:
  - a) Be solely liable for any action taken subject to this agreement, on behalf of and at the direction of the other parties.
  - b) Solely direct the activity of or be responsible for the activities of the program or the Board.

### V. SPECIFIC OBLIGATIONS TO BE PROVIDED BY KNEEHILL COUNTY AND THE TOWN OF THREE HILLS FOR A MINIMUM OF 10 (TEN) YEARS

- a) The parties hereby agree that Kneehill County, Party of the First Part, shall also be responsible for the provision of the following services:
  - 1) IT support and server use;
  - 2) HR support;
  - 3) Regular electronic updates of the Muniware software system;
  - 4) Postage;
  - 5) After hour access to the Kneehill County Administration Office;
  - 6) Use of meeting room space if necessary;
  - 7) Use of vault for storage of minutes;
  - 8) Back up Secretary to the Board.
- b) The parties hereby agree that the Town of Three Hills, Party of the Second Part, shall provide and maintain an office for the operation and maintenance of the program and as such will be solely responsible for the provision of the following services:
  - 1) Rent for the Kneehill Regional FCSS office space;
  - 2) Utilities for the Kneehill Regional FCSS office space;
  - 3) Janitorial Fees and cleaning supplies;
  - 4) Landline phone expenses (line expenses only);
  - 5) Internet provision (line expenses only);
  - 6) Ensure that a meeting room is available capable of sitting approximately eight to ten people;
  - 7) General maintenance, including painting as required;

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8) Provide in writing to the Kneehill Regional FCSS Board the space to be provided and the criteria for any shared usage of that space.

### VI. ORGANIZATIONAL RULES RESPECTING THE KNEEHILL REGIONAL FCSS BOARD

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:

1. NAME OF THE BOARD

The Kneehill Regional Family and Community Support Services Board, hereinafter referred to as "the Board".

2. BOARD COMPOSITION

The Board shall consist of one (1) member from each of the member municipalities.

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, at their organizational meeting, also appoint a Board Member Alternate from their number. The term of the appointed Board member Alternate shall be concurrent with the term of the appointed member.
- c) Board members and Board member Alternates 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.

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- iii. Council's shall ensure that a Board member's position is not vacant longer than three (3) consecutive months.
- iv. Councils of each party hereto shall furnish the Board, within three months following a vacancy, with the name, address and telephone number of the Board member and Board member Alternate, if any, representing such party.

### 4. ROLES AND RESPONSIBILITIES OF THE BOARD

- a) The Board shall annually elect from among its members, a Chairman and Vice-Chairman. The Chairman and Vice-Chairman 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.
- c) Special meeting of the Board may be called by the Chairman, 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 regular mail, or by telecommunication 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 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

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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 preventative 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 be adequately established by research and statistics.
- 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 FCSS Branch of Human Services 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 fringe benefits for all employees.
- l) The Board may operate, or participate in, pension and benefit plans for its employees in conjunction with the Unit Authority.
- 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.

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- n) The Board shall act as a Committee of the Whole with respect to confidential matters such as personnel and other contractual issues.
- o) A minute book shall be kept and all the minutes of all regular and special meetings shall be recorded therein by the Secretary. The Secretary Director shall attend to all related correspondence dealing with matters arising from the minutes. Copies of the minutes of regular and special meetings of the Board shall be mailed to all participating municipalities.

### 6. 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 member Municipalities 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).
- b) Participating Municipalities will be invoiced by the Unit Authority for their complete share of the Kneehill Regional FCSS program in June.
- 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 each participating municipality prior to October 31 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) The Board shall use the auditor of the Unit Authority to examine the financial statements and complete the Review Engagement Report unless otherwise appointed by the Board.
- 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



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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 Chairman and the Vice-Chairman shall be designated signing authorities in such borrowing transactions.

- g) Per diems paid to Board members shall be the responsibility of their respective Councils.
- 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 recover basis.

### VII. LIMITATIONS OF POWERS AND DUTIES OF THE PARTIES

- a) 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.
- b) 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.

### VIII. THE KNEEHILL REGIONAL FCSS DIRECTOR'S DUTIES

- a) The Director shall adhere to the personnel policies developed by the Board
- b) The Director shall present monthly financial and activity reports for the Board detailing the transactions and events of the program.
- c) 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 an annual report for the Minister and the Board detailing program activities in the past year.
- d) The Director shall attempt to attend all meetings of the Board.
- e) The Director shall be an ex-officio member of the Board but with no voting rights.
- f) The Director shall research, plan, consult with the Board and implement approved policies and programs.

### IX. PERSONNEL

- a) All personnel employed by the program shall be bonded and any premiums payable in respect of bonds shall be paid by the Board.

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- b) The Kneehill Regional Family and Community Support Services Director shall be hired either as an employee or through an employee contract. If the Director is deemed to be an employee of Kneehill County, the Director shall be subject to Kneehill County's personnel policies, payroll deductions, employee benefits, and related matters, unless otherwise covered by separate agreement with a program Board. Suspensions and terminations may be made by the Board of the Kneehill Regional FCSS, after consultation with the Administrator of Kneehill County and if deemed necessary be in receipt of a legal opinion.

### **X. PROGRAMS**

- a) The program may provide such needed services as are acceptable under the FCSS Act and Regulations.
- b) The Board must receive a financial statement by February 28<sup>th</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.
- c) The Review Engagement report will be forwarded to the Minister and the parties to this Agreement 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.

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

- a) 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 Unit Authority, the Board and the Minister of Human Services 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.
- b) Notwithstanding clause (a) Kneehill County and the Town of Three Hills shall be able to terminate this agreement prior to expiration of said agreement in 2022 but clauses III and V shall remain in effect in their entirety for the duration of the agreement regardless of their involvement in the Kneehill Regional FCSS program.
- c) 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.
- d) This agreement shall enure to all those benefiting of and be binding on the parties hereto, their successors and assigns.

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- e) 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.
- f) This agreement shall be reviewed annually in November.

**XII. THIS AGREEMENT, BETWEEN THE UNIT AUTHORITY AND PARTICIPATING MUNICIPALITIES IS FOR THE ESTABLISHMENT, ADMINISTRATION AND OPERATION OF A JOINT FCSS PROGRAM. THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE AND YEAR FIRST ABOVE WRITTEN AND WILL CONTINUE IN FORCE FROM YEAR TO YEAR UNLESS TERMINATED BY AGREEMENT AMONGST THE PARTIES HERETO.**

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

**KNEEHILL COUNTY**

Per: [Signature]  
Reeve

Per: [Signature]  
CAO

**TOWN OF THREE HILLS**

Per: [Signature]  
Mayor

Per: [Signature]  
CAO

**TOWN OF TROCHU**

Per: [Signature]  
Mayor

Per: [Signature]  
CAO

**VILLAGE OF ACME**

Per: [Signature]  
Mayor

Per: [Signature]  
CAO

**VILLAGE OF CARBON**

Per: [Signature]  
Mayor

Per: [Signature]  
CAO

**VILLAGE OF LINDEN**

Per: [Signature]  
Mayor

Per: [Signature]  
CAO