

Bylaw No. 1150-97

A BYLAW OF THE TOWN OF THREE HILLS TO ENTER INTO AN AGREEMENT WITH OTHER MUNICIPALITIES TO PROVIDE FOR THE ESTABLISHMENT, ADMINISTRATION AND OPERATION OF JOINT FAMILY AND COMMUNITY SUPPORT SERVICES PROGRAMS.

The municipal council of the Town of Three Hills, duly assembled, enacts as follows:

1. That the attached agreement between the Village of Acme, the Village of Carbon, the Village of Linden, the Municipal District of Kneehill #48, the Town of Three Hills, and the Town of Trochu to provide for the establishment, administration and operation of joint Family and Community Support Services programs be approved and execution of same be authorized.
2. This Bylaw shall take effect on January 1, 1998.
3. Bylaw No. 1148-97 is hereby repealed in its entirety.

READ a first time this 8th day of December, A.D. 1997


MAYOR


TOWN MANAGER

READ a second time this 8th day of December, A.D. 1997


MAYOR


TOWN MANAGER

READ a third time and finally passed this 8th day of December, A.D. 1997


MAYOR


TOWN MANAGER

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

THIS AGREEMENT MADE THIS _____ DAY OF _____, 19____

BETWEEN.

THE MUNICIPAL DISTRICT OF KNEEHILL # 48, 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)

THEREFORE, IN CONSIDERATION OF THESE PREMISES AND THE 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 the agreement shall create a program known as "The Kneehill Family and Community Support Services".

II MISSION STATEMENT OF THE KNEEHILL FCSS

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

**"THE KNEEHILL FAMILY AND COMMUNITY SUPPORT SERVICES
AND THE PARTICIPATING MUNICIPALITIES,
CARE FOR AND STRENGTHEN THE QUALITY OF LIFE FOR ALL CITIZENS,
THROUGH VOLUNTEERING, CONSULTING,
AND PROVIDING SERVICES
TO MEET NEEDS WHERE THEY EXIST."**

III. UNIT AUTHORITY - POWERS AND DUTIES

1. The parties hereby agree that the Municipal District of Kneehill #48, 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.
2. The powers and duties of the Unit Authority shall be:
 - a) To receive letters of direction from the parties regarding application for funding made under the FCSS Act and Regulations.
 - b) To sign on behalf of the other parties applications for funding under the FCSS Act and Regulations submitted to the Minister.
 - c) 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.
 - d) 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 Family and Community Support Service program on behalf of the Minister.
 - e) 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.
 - f) To call meetings as needed of the other parties to discuss the development of the program.
 - g) 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.
 - h) To appoint a Secretary/Treasurer to the Board.
 - i) The Unit Authority shall be responsible for the payment of expenses incurred by the program within the budget allocation.
 - j) The Unit Authority shall 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.
 - k) The Unit Authority shall 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.
 - l) The Unit Authority shall be the signing authority.

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. **ORGANIZATIONAL RULES RESPECTING THE KNEEHILL 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:

A. ***NAME OF THE BOARD***

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

B. ***BOARD COMPOSITION***

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

C. ***APPOINTMENT AND TERM OF MEMBERSHIP OF THE BOARD***

1. Member Councils shall, at their organizational meeting and, in any event, not later than the 15th 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.
2. 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.
3. 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.
 - a) If a Board member is absent from three 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.
 - b) 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.
 - c) Councils shall ensure that a Board member's position is not vacant longer than three consecutive months.
 - d) 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.

D. *ROLES AND RESPONSIBILITIES OF THE BOARD*

1. The Board shall annually elect from among its members, a Chairman and Vice-Chairman, and an Executive Member. The Chairman, Vice-Chairman and the Executive Member shall constitute the Executive.
2. Regular meetings of the Board shall be held as necessary, with the time and place of such meetings to be determined by the Board.
3. 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.
 - a) 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.
 - b) Where a Board member is unable to attend, it shall be the Board members' responsibility to notify their Alternate.
4. Board members shall advise their respective Councils on an ongoing basis of the activities of the program.
5. Board members are required to vote on all issues unless they declare a conflict of interest prior to the vote.

E. *POWERS AND DUTIES OF THE BOARD*

1. 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.
 - a) Notwithstanding the above, decisions regarding the budget of The Kneehill Family and Community Support Services shall be voted on by all Board members or their Alternates.
2. 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.
3. 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.
4. 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.
5. 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 services.
6. The Board shall ensure that the need for new programs be adequately established by research and statistics.
7. The Board may approve, defer, or reject any project proposed to it.

8. 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 Family and Community Support Services and the program Board.
9. The Board, in co-operation with the FCSS Branch of Municipal Affairs 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.
10. The Board shall appoint a Director as per policy.
 - a) The Board shall appoint an Acting Director when the Director is absent for an extended period of time or when the office of the Director is vacant. The Acting Director shall have the same powers and duties of the Director.
11. The Board shall establish and administer personnel policies, salary rates and fringe benefits for all employees.
12. The Board may operate, or participate in, pension and benefit plans for its employees in conjunction with the Unit Authority.
13. The Board shall open and maintain financial accounts in a recognized bank or other financial institution in conjunction with the Unit Authority.
14. 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.
15. The Board shall act as a Committee of the Whole with respect to confidential matters such as personnel and other contractual issues.
16. 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 shall also 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.

F. BOARD DECISIONS - FINANCIAL

1. 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).
2. Each of the participating municipalities agrees to pay to the Unit Authority 75% of its previous pro-rata share of the approved budget, based on annual census figures, as soon as possible after the beginning of the year. Following receipt of the annual audited statement (after audit) the actual costs incurred by the Unit Authority shall be documented and forwarded to participating municipalities, who will pay the balance of their pro-rata share to the Unit Authority.

3. The Board shall prepare the annual budget for The Kneehill Family and Community Support Services and shall provide a copy of the budget to each participating municipality prior to October 1st of the current fiscal year for review and approval.
 - a) 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 are necessary for the carrying on of the management and operational functions of the FCSS program.
 - b) 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.
 - c) The budget shall be approved by no less than 4 member municipalities.
4. The Board shall, not later than October 1, each year, appoint an auditor to examine the financial statements of the program.
5. The Board shall, each year, furnish the Council of each municipality and the Minister with an audited 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.
6. 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 Chairman, the Vice-Chairman, the Secretary/Treasurer shall be designated signing authorities in such borrowing transactions.
7. Per diems paid to Board members shall be the responsibility of their respective Councils.
8. 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.

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 pro-rata 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 FCSS DIRECTOR'S DUTIES

1. The Director shall adhere to the personnel policies developed by the Board.
2. The Director shall present monthly financial and activity reports for the Board detailing the transactions and events of the program.
3. The Director shall prepare or cause to be prepared, an annual budget outlining proposed expenditures for the program for the coming year. In addition, the Director will meet with each Council to present the proposed budget for the next year.
4. 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.
5. The Director shall attend all meetings of the Board.
6. The Director shall be an ex-officio member of the Board, with the right of discussion on all matters, but with no voting rights.
7. 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 Family and Community Support Services Director shall be hired either as an employee or through an employee contract. If the Director is deemed an employee of the M. D. of Kneehill #48, the Director shall be subject to the M. D. of Kneehill # 48'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 FCSS, after consultation with the Administrator of the M. D. of Kneehill and receipt of a legal opinion.

IX. **PROGRAMS**

1. The Board shall provide and maintain an office for the operation and maintenance of the program.
2. The program may provide such needed services as are acceptable under the FCSS Act and Regulations.
3. The auditor shall submit a financial statement to the Board by February 28, in respect of the preceding January 1 to December 31, such statement to meet the requirements of the FCSS Act and Regulations.
4. The Board shall consider and approve the audited Financial Statement and forward the approved Statement to the Minister and the parties to this Agreement no later than April 30, 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 FCSS program and in this agreement by delivering notice in writing to the Unit Authority, the Board and the Minister of Family and Social Services on or before September 1 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 31st day of December in the following year in which notice is given.
2. 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.
3. This agreement shall enure to all those benefiting of and be binding on the parties hereto, their successors and assigns.
4. 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.
5. This agreement shall be reviewed annually in November.

XI. 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.

VILLAGE OF ACME

per: _____
Mayor

per: _____
C.A.O.

VILLAGE OF CARBON

per: _____
Mayor

per: _____
C.A.O.

VILLAGE OF LINDEN

per: _____
Mayor

per: _____
C.A.O.

M. D. OF KNEEHILL

per: _____
Reeve

per: _____
C.A.O.

TOWN OF THREE HILLS

per: _____
Mayor

per: _____
C.A.O.

TOWN OF TROCHU

per: _____
Mayor

per: _____
C.A.O.

Original Copies Taken:

- Village of Acme _____
- Village of Carbon _____
- Village of Linden _____
- M. D. of Kneehill _____
- Town of Three Hills _____
- Town of Trochu _____
- Kneehill FCSS Board _____