

## JOINT FAMILY AND COMMUNITY SUPPORT SERVICES AGREEMENT

**BETWEEN:**           **THE TOWN OF VALLEYVIEW**, a body corporate, having its office in  
the Town of Valleyview, in the Province of Alberta,  
(hereinafter called the “Town”)  
**OF THE FIRST PART**

And

**THE MUNICIPAL DISTRICT OF GREENVIEW, a body corporate,  
having its office in the Town of Valleyview, in the Province of Alberta,  
(hereinafter called the "M.D.")  
OF THE SECOND PART**

THIS AGREEMENT made in duplicate this 17 day of July, 2019

WHEREAS Section 2 of the Family and Community Support Services Act states “a municipality may enter into an agreement with other municipalities to provide for the establishment, administration and operation of joint family and community support services and programs”; and

WHEREAS the Town and the M.D. (hereinafter called the “municipalities”) have agreed to enter into an agreement for the provision of joint family and community support services;

THEREFORE, THIS AGREEMENT WITNESSES:

## **1. ASSUMPTION OF AUTHORITY**

The M.D. shall be the unit authority for the operation and administration of approved programs on behalf of the municipalities. The Board will act in an advisory capacity to each respective Council.

## **2. JOINT F.C.S.S. BOARD**

There is hereby established a **Joint Family and Community Support Services Board** (hereinafter called the “Board”), who will provide for the payment of approved expenses to Board members for attendance at meetings and other approved functions.

2.1 The Board shall consist of seven members:

2.1.1 Two elected members from the M.D. and one elected member for the Town, appointed by resolution of their respective Council.

2.1.2 For members at large; one from the Town and three from the M.D., appointed by resolution of their respective Council.

2.1.3 All Board members must be residents of their respective municipality.

2.2 Each elected member of the Board shall remain as a member of the Board until any of the following occurs:

2.2.1 The elected member resigns from the Board;

2.2.2 The elected member ceases, for any reason, to be a member of their respective Council;

2.2.3 The Council which the elected member is part of passes a resolution to revoke the appointment or passes a resolution to appoint a different Council member instead of the member in question, to the board.

- 2.3 No person who is an employee of the Town or the M.D. shall be appointed to the Board.
- 2.4 The respective Councils may remove a member at large from the Board by resolution stating the reason for removal, at any time, for just cause.
- 2.5 In the event of a vacancy from a member at large occurring on the Board, the respective Council shall appoint a replacement within two months of the occurrence, and the person appointed to fill such a vacancy shall hold office for the remainder of the term of the position vacated.
- 2.6 Any member of the Board who is absent from three (3) consecutive regularly scheduled meetings without prior authorization by resolution of the Board shall forfeit his/her seat on the Board and such forfeiture shall constitute a vacancy.
- 2.7 The members of the Board shall hold office at the pleasure of the M.D. and Town, and any member may resign at any time by submitting a written resignation to their respective Council.

### **3. TERM OF OFFICE**

- 3.1 Each member appointed from the public at large shall be appointed at the pleasure of the respective Councils of the Town and M.D. for a term of one year, and may be re-appointed upon the expiry of the term at the pleasure of the Councils.

### **4. CHAIR AND VICE-CHAIR**

- 4.1 The Board shall elect a Chair and Vice-Chair at the Organizational Meeting each year.
- 4.2 The Chair shall preside at the meetings of the Board, and in their absence, the Vice-Chair shall preside.
- 4.3 In the absence of both the Chair and Vice-Chair, one of the other members of Board shall be elected to preside.

### **5. QUORUM AND MEETINGS**

- 5.1 A quorum of the Board shall be a majority of members.
- 5.2 The Board shall meet at such intervals as are necessary to consider and decide on programs, grants and initiatives filed with it in accordance with the Family and Community Support Services Act.
- 5.3 The Board shall follow policies of the M.D. for the conduct of its meetings and its business.

- 5.4 All meetings of the Board shall be open to the public. Any closed sessions shall be by resolution of the Board, and the meeting shall be re-opened at the completion of the closed session.
- 5.5 The Board shall hold an Organization meeting annually, which shall take place at the first regular meeting after the Organization Meetings of the respective municipalities.
- 5.6 Special meetings may be called on three (3) clear days written notice by the Chair or at the request of any five (5) members of the Board.
- 5.7 The Board shall keep a minute book of all regular and special meetings of the business transacted at all meetings.
- 5.8 The M.D. shall provide a Recording Secretary.
- 5.9 All Board members shall receive copies of all minutes and pertinent correspondence at least one week prior to the next meeting.
- 5.10 When the minutes are adopted, each municipality shall receive copies as signed by both the Chair and FCSS Manager.
- 5.11 The Chair of the meeting shall vote on all resolutions, and in the event of a tie vote the motion shall be lost.
- 5.12 At the discretion of the Chair, when special circumstances arise, and an in-person meeting cannot be arranged, the Board may vote electronically.
- 5.13 If a conflict of interest is identified, the Board member will recuse themselves from discussions and decisions related to the conflict of interest.

## **6. POWERS, DUTIES AND RESPONSIBILITIES**

- 6.1 The Board may provide recommendations on policy prior to submission to Council.
- 6.2 The Board shall be concerned with community issues that enhance, strengthen, and stabilize the family and community life. The Board shall be concerned with the growth and development of a broad range of programs to help prevent family or community social breakdown, and to help prevent the development of personal or family crises that may require major intervention or rehabilitative measures to correct.
- 6.3 For the establishment, administration and operation of programs, the Board must:

- 6.3.1 Promote, encourage and facilitate the involvement of volunteers.
- 6.3.2 Promote efficient and effective use of resources.
- 6.3.3 Encourage and facilitate cooperation and coordination with allied service agencies operating with the municipalities.
- 6.3.4 Promote programs and services.
- 6.4 Services provided under a program must:
  - a) Be of a preventative nature that enhances the social well-being of individuals and families through promotion or intervention strategies provided at the earliest opportunity, and
  - b) Do one or more of the following:
    - (i) Help people to develop an independence, strengthen coping skills and become more resistant to crisis;
    - (ii) Help people to develop an awareness of social needs;
    - (iii) Help people to develop interpersonal and group skills which enhance constructive relationships among people;
    - (iv) Help people and communities to assume responsibility for decisions and actions which affect them;
    - (v) Provide support that helps sustain people as active participants in the community.
- 6.5 The Board may hear and consider presentations arranged by appointment by any individual, organization or delegation arising there with respect to Family and Community Support Service matters.
- 6.6 Prior to October 31<sup>st</sup> of each year, the Board shall recommend to the municipalities an annual budget of estimated Family and Community Support Services revenues and expenditures for the next following year, as required under the terms of this Agreement.
- 6.7 Neither the Board nor any member thereof shall have the prior to pledge the credit of the municipalities or enter into contracts for any matters whatsoever on behalf of the municipalities.
- 6.8 The Chair or Vice-Chair shall make representations on behalf of the Board to the municipalities as required. Upon the Chair or Vice-Chair being unavailable, another member of the Board may be designated to make such representation.

## **7. FINANCING**

- 7.1 No provision shall be made in the operating budget for either an operating deficit or surplus.
- 7.2 The Town of Valleyview shall contribute a total of \$193,239.63 per annum.
- 7.3 The MD contribution will be reviewed annually.
- 7.4 In addition, the Board shall receive a grant from the provincial government in accordance with provincial F.C.S.S.A.A. guidelines.
- 7.5 At year-end, any surplus or deficit will be transferred into the FCSS Reserve held with the MD of Greenview.
- 7.6 Should a program require additional funds, the Board shall make a presentation to the MD Council requesting use of the FCSS reserve.

## **8. GENERAL**

- 8.1 This Agreement shall inure to the benefit of and be binding upon Parties hereto, their successors and assigns, until revoked by either party giving thirty (30) days notice unto the other at:

The Town of Valleyview  
P.O. Box 270  
Valleyview, Alberta T0H 3N0

The Municipal District of Greenview No. 16  
P.O. Box 1079  
Valleyview, Alberta  
T0H 3N0

- 8.2 A participating municipality proposing to withdraw from the program must give at least twelve (12) months written notice of its intent to do so to the Board and the Councils of the participating municipalities.
- 8.3 Upon dissolution of the Board, the Participating Municipalities shall be responsible for their portion of any deficit/surplus that may have occurred and shall be entitled to their portion of the remaining assets.
- 8.4 This agreement may be amended by mutual consent of the Participating Municipalities in writing.
- 8.5 This agreement shall be deemed to have come into effect on January 1, 2019, and shall remain in effect until otherwise terminated.

8.6 Upon signing, this agreement supersedes and nullifies any previous agreement.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals attested under the hands of their proper officers, in that behalf, on the day and year first above written:

TOWN OF VALLEYVIEW

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Town Manager

MUNCIPAL DISTRICT OF  
GREENVIEW NO. 16

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

MUNICIPAL DISTRICT  
OF GREENVIEW No. 16

**RECEIVED**

JUL 22 2019

VALLEYVIEW





BOX 270  
VALLEYVIEW, ALBERTA  
T0H 3N0  
PHONE: (780) 524-5150  
FAX: (780) 524-2727

July 18, 2019

Municipal District of Greenview No.16  
Box 1079  
Valleyview, AB T0H 3N0

Attention: Denise Thompson, CAO



Re: Joint Family and Community Support Services Agreement

Town Council approved the new Family and Community Services Agreement at their Regular Meeting on July 15<sup>th</sup>.

Please find enclosed your endorsed copy of the Agreement. Attached also is a note that Mayor Lymburner wanted me to pass along on the Agreement.

Thank you.

Sincerely,

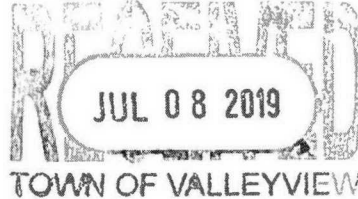
Shari Taylor  
Interim CAO



## MUNICIPAL DISTRICT OF GREENVIEW No. 16

July 3, 2019

Town of Valleyview  
Box 270  
Valleyview, AB T0H 3N0



Attention: Shari Taylor, Acting Chief Administrative Officer

**RE: Joint Family and Community Support Services Agreement**

Greenview Council has recently approved the revised Joint Family and Community Support Services Agreement that was approved in principal at the Town of Valleyview April 17<sup>th</sup> Council Meeting.

Please endorse the two originals, return one to Greenview and retain one for your records. Should you have any questions or concerns, please contact the undersigned.

Sincerely,

Lisa Hannaford

Manager, Family and Community Support Services

LH/tm

Enclosure(s): Joint Family and Community Support Services Agreement (two copies)

cc: FOIP/Records Management

*THIS IS AN AGREEMENT BETWEEN THE MD & THE  
TOWN AND SHOULD NOT BE HANDLED THRU  
FCSS. THANKS VERN*