

THIS AGREEMENT entered into as of the 3 day of September, 2025.

Between

CLEARWATER COUNTY

a municipal corporation governed by the *Municipal Government Act*
R.S.A 2000, c M-26
(the "County")

-and-

THE TOWN OF ROCKY MOUNTAIN HOUSE

a municipal corporation governed by the *Municipal Government Act*
R.S.A 2000, c M-26
(the "Town")

WHEREAS:

- A. Under the provisions of the *Family and Community Support Services Act*, where a municipality provides for the establishment, administration, and operation of a Family and Community Support Services Program in a manner that is satisfactory to the Minister responsible for Family and Community Support Services ("the Minister"), the Minister may pay grants to the municipality to be used in such programs.
- B. The *Family and Community Support Services Act* makes provision for a municipality to enter into agreements with another municipality to provide for the establishment, administration, and operation of joint Family and Community Support Services programs.
- C. The Town and the County desire to have a joint Family and Community Support Services program to benefit all residents of the region.

In consideration of the mutual and other promises described in this Agreement, the sufficiency of which is irrevocably affirmed, the Parties agree as follows:

PART I – DEFINITIONS

- 1. In this Agreement, the following words will have the described meaning unless expressly stated otherwise:
 - a) **"Agreement"** means this Family and Community Support Services Agreement including the preamble, all attached Schedules and such amendments, extensions and renewals as may be evidenced in writing and executed by the Parties from time to time;
 - b) **"Board"** means the Clearwater Regional Family and Community Support Services Board as established in this Agreement;
 - c) **"Capital"** means tangible Capital assets as defined in the CICA Public Sector Accounting Board handbook, Section 3150 of a value exceeding \$5,000;

- d) **"County CAO"** means the individual appointed by County Council as the Chief Administrative Officer for the County or their delegate;
- e) **"County Council"** means the municipal council of the County;
- f) **"County"** means the municipal corporation of Clearwater County;
- g) **"FCSS"** means the Family and Community Support Service program established in the Agreement;
- h) **"Family and Community Support Services Act"** means the Family and Community Support Services Act, RSA 2000, c F-3 and its regulations as amended time to time;
- i) **"Force Majeure"** means any act of God, pandemic or unusual disease outbreak, major storms, civil disturbance, labour dispute or any similar major event or occurrence not within the control of a Party and which by the exercise of due diligence by such Party could not have been reasonably prevented, but lack of funds on the part of Party shall be deemed not to be a Force Majeure;
- j) **"ICC"** means the Rocky Mountain House – Clearwater County Intermunicipal Collaboration Committee as established in the Rocky Mountain House – Clearwater County Intermunicipal Collaboration Framework dated April 2021 as amended from time to time;
- k) **"Managing Partner"** means the designated municipality responsible for the day-to-day operations of FCSS in accordance to this Agreement and the municipality's policies;
- l) **"Party"** means the Town or the County;
- m) **"Regional FCSS Manager"** means the person hired by the Town and appointed to the position by the Town CAO;
- n) **"Town"** means the municipal corporation of the Town of Rocky Mountain House;
- o) **"Town CAO"** means the individual appointed by Town Council as the Chief Administrative Officer for the Town or their delegate; and,
- p) **"Town Council"** means the municipal council of the Town.

PART 2 – PURPOSE AND INTENT

- 2. The purpose and intent of this Agreement is to establish the terms and conditions by which the Parties will operate, administer, and fund FCSS for the benefit of the Town and of the County and their respective residents.
- 3. This Agreement replaces and supersedes the 2016 Agreement from the date of execution of this Agreement.

PART 3 – TERM

- 4. The term of this Agreement commences on November 1, 2025 and continues for a period of five (5) years (the "Term").
- 5. This Agreement shall be automatically renewed for a further five (5) years at the conclusion of the Term, unless one (1) of the Parties provide written notice, not less than one (1) year prior to the end of the Term, that they do not wish the Agreement to be renewed.

PART 4 – BOARD ESTABLISHMENT

6. The Parties shall form a Board known as “The Clearwater Regional Family and Community Support Services Board”.
7. The Board shall be comprised of seven (7) voting members appointed as follows:
 - a) Three (3) Board Members will be appointed by the Town, two of which will be Town Councillors and one (1) will be a public member that resides in the Town.
 - b) Four (4) Board Members will be appointed by the County, two of which will be County Councillors and two (2) will be public members that reside in the County.
 - c) Non-councillor appointments will be for terms of three (3) years to expire at the organizational meetings of the Town and County Councils held in October of each year and appointments will be made on a rotating basis to ensure continuity of the Board:
 - i. the first appointment of the Town’s member at large shall be in effect until the second organizational meeting following the date of the appointment,
 - ii. the first appointment of the County’s members at large shall be in effect for one member until the first organizational meeting following the date of the appointment and the second member until the third organizational meeting following the date of the appointment.
 - d) Councillor appointments will be for a term of one (1) year to expire at the organizational meetings of the Town and County. The Town and County will be allowed to appoint alternate Council members who will have voting privileges in the absence of their respective Board Members.
 - e) Appointments will be made at the annual organizational meetings of the Town and County.
 - f) All vacancies on the Board shall be filled as soon as reasonably possible either by the Town or County as the case may be, and each person appointed to fill a vacancy shall hold office for the remainder of the term of the vacated Board Member.
 - g) The Board, at its discretion, may appoint one youth Board member who shall be a non-voting member. The term for a youth Board member shall be at the discretion of the Board.
 - h) All appointed and elected representatives shall hold office at the discretion of the Town and County Councils respectively.
 - i) All Board members may receive an honorarium in accordance with their appointing municipality’s policies. Honorariums are not an eligible expense under the *Family and Community Support Services Act* and are not included in the FCSS budget.

PART 5 – BOARD PROCESS

8. The Town CAO, or designate, shall fix the date following the organizational meetings of the two municipal Councils, on which the first meeting of the Board will be held. The members of the Board will choose the Chairperson and Vice Chairperson at their first meeting.
9. The Chairperson or Vice-Chairperson shall not hold office for more than two (2) consecutive years unless authorized by resolution of the Board.
10. The Chairperson shall vote on all motions and a tie vote is a defeated motion.

11. No less than six meetings of the Board shall be held in each year, the time and place of such meetings to be determined by the Board at its first meeting. The Board may change the date of scheduled meetings from time to time, as it may deem advisable. Special meetings may be called by the Chairperson or at the request of any four voting members of the Board, on 24 hours written notice to members.
12. Every voting member of the Board who is absent from three consecutive meetings of the Board shall cease to be a member unless such absence is caused by illness or is authorized by resolution of the Board recorded in its minutes on the first meeting following such absence.
13. No business shall be transacted at any meeting of the Board unless a quorum of members is present. A quorum shall be four members.
14. The Board may establish committees by resolution to deal with any matter coming within the scope of its authority.
15. Minutes shall be recorded of each Board meeting and of any committee established by the Board. All Board members, the Town CAO and the County CAO shall receive an agenda package at least four days prior to the next meeting. Draft minutes should be sent to the Town and the County within seven (7) days after a Board or committee meeting.
16. Neither the Board nor any member thereof shall have the power to pledge the credit of any of the Parties or to enter into contracts hereto in connection with any matters whatsoever, nor shall the Board or any member thereof have any power to authorize any expenditure to be charged against any of the Parties.
17. The Town will be the Managing Partner to this Agreement for the establishment, administration, and operation of such a program. The Town shall be the signing authority for the purposes of this Agreement and will have authority to sign all grant claims and cheques, issue invoices, and provide all necessary accounting subject to budget approval by the Parties.

PART 6 – BOARD ROLES AND RESPONSIBILITIES

18. The Board shall, in accordance with the *Family and Community Support Services Act* within the jurisdiction of the Parties:
 - a) assist in formulating plans and priorities regarding Family and Community Support Services with a view to the establishment of a comprehensive program which shall include:
 - i. evaluating and determining the social needs of the community,
 - ii. developing and facilitating programs to meet these needs,
 - iii. being aware of resources, programs and/or services to assist in meeting community needs,
 - iv. developing criteria and monitoring programs for their success.
 - b) advise on the establishment of such relationships with other municipal, provincial, and federal departments and community agencies as well as promoting the orderly development of FCSS.
19. The Board shall review all applications for funding programs under the *Family and Community Support Services Act* in the context of approved budgets and policies and make decisions as to their acceptance, deferment, or rejections.

20. The Board shall present a draft budget to the ICC no later than October 24th of each year for review. The draft budget shall include a description of each service being proposed and the amount of grant allocations to be awarded to third parties.
21. The Board shall inform and seek the advice and comment of the ICC on establishment of new programs that are to be directly and solely provided by FCSS after the budget has been approved.
22. The Board may, in consultation with the Regional FCSS Manager or designate:
 - a) suggest policies concerning the application of the *Family and Community Support Services Act* and/or any other specific programs under its jurisdiction.
 - b) encourage submission of briefs pertaining to programs under its jurisdiction from responsible individuals and groups for review, evaluation, and possible action.
 - c) suggest to public and/or private agencies changes in the policies, programs, or practices that might improve the impact of such services.
 - d) promote citizens awareness of the importance of prevention and of preventative social services available.
 - e) initiate and, if necessary, organize such consultations with professional groups, social agencies (public or private), or other groups as it may determine advisable.
 - f) effect the establishment or implementation of family and community support services and other programs under its jurisdiction that have been approved in the budget.
 - g) advise the Town and County on the establishment of physical facilities or other Capital expenditures necessary for the furtherance of programs.

PART 7 – ADMINISTRATION RESPONSIBILITIES

23. The Town is designated the Managing Partner of this Agreement and shall be authorized to both employ and terminate a Regional FCSS Manager and FCSS employees in accordance with Town Policies and Employment Standards. The Regional FCSS Manager directly reports to the Town's assigned Director of Recreation and Community Services.
24. The Regional FCSS Manager shall be responsible to:
 - a) assist the Board in formulating plans and priorities regarding FCSS with a view to the establishment of a comprehensive program.
 - b) advise the Board on the establishment of relationships with other municipal, provincial, and federal departments and community agencies.
 - c) promote the orderly development of FCSS.
 - d) review all applications for cost-sharing or grants under the *Family and Community Support Services Act* and make recommendations to the Board as to their acceptance, deferment, or rejection.
 - e) supervise, and manage staff and contractors.
 - f) keep minutes of the proceedings of all meetings, conduct correspondence on behalf of the Board, and send a copy of the minutes of all meetings of the Board to the Town and the County within seven days following the date of the meeting.
 - g) assist in the annual FCSS audit and submission of all required reporting to the Province.

- h) perform such other duties as the Town may prescribe from time to time.
- i) perform such duties as required in each Parties Municipal Emergency Plan for emergency social services.
- j) comply with all municipal policies of the Town (i.e. personnel, safety, financial).

PART 8 – FUNDING AND AGREEMENT ADMINISTRATION

- 25. The cost of FCSS shall be shared by the Parties to this Agreement and shall be determined in accordance with the Cost Share Principles (Schedule A).
- 26. Any Party may operate a family and community support service independently and shall pay for such independent program as an extra over and above the requisition for general family and community support services.
- 27. In the event that a program is approved by the Board and after the program has been operated and/or expenses have been incurred and the Provincial Government, the Federal Government, or other public funding agencies do not honour or fully commit to their promised funding, the Town shall pay the costs of such programs on behalf of the Parties to this Agreement. However, the Parties to this Agreement shall be responsible for the costs incurred as per schedule A of this Agreement.
- 28. The contribution amount of the County as established in Schedule A, shall be payable by the County to the Town on or before the 30th day of June of each year. In the event of a budget deficit at the end of the year, the Board shall advise the Parties as to reason and upon approval, the Parties shall cover the overage in accordance to the contribution amount established in Schedule A. Surplus funds shall be carried over to the following year upon approval of the Province.
- 29. Each Party shall approve the annual budget by February 1st of each year, provided by the Board and advise the Board of doing so. In the event a Party does not approve the annual budget, a meeting of the Town CAO and County CAO will be held to formulate recommendations for submission to the two municipal Councils. In the event that the recommendations are not accepted by both municipal Councils, an ICC meeting shall be called by the Town to establish a budget that is acceptable to all Parties.
- 30. Whenever any question arises as to the responsibility of the Provincial Government to contribute to any expenditure incurred by the Town for FCSS, pursuant to the terms of this Agreement, the decision of the Minister in respect thereto after consultation with the Town shall be final and conclusive.
- 31. The Town shall provide such office space, office supplies, and office equipment and furniture as may be required by the Regional FCSS Manager and staff for the efficient operation of the program, and costs thereof shall be shared by the Parties to this Agreement.
- 32. Upon request of the County, the Town shall supply financial statements for FCSS in a manner and form as agreed to by the Parties.
- 33. The County and the Town shall be jointly responsible for the defense of any actions, suits, or claims of any kind brought against the Clearwater Regional Family and Community Services Board or against the County or the Town in respect of or arising out of the operations or undertakings of the Board. In the event of a judgment, order, or award of any kind being made against the Board or the Town or the County, as a result of the operations or undertakings of the

Board, the County and the Town shall be jointly responsible for the payment of all costs associated with such judgment, order, or award with each Party's share being apportioned based on the formula identified on Schedule A.

34. Notwithstanding all termination provisions in this Agreement, it is understood and accepted by each Party that it cannot terminate its obligations with the other Parties, costs associated with any judgment, order or award referred to in paragraph 33 if the cause of the judgment, order or award occurred wholly or in part prior to the Party terminating its participation in this Agreement.
35. Each Party is relieved of its obligations under this Agreement to the extent and for the time that its performance is delayed or prevented by Force Majeure. In the event that either Party's performance of its obligations is delayed or prevented by Force Majeure, it shall immediately notify the other Party of the nature, extent, effect, and likely duration of such circumstances and shall promptly remedy the cause and effect of the applicable Force Majeure, insofar as it is reasonably able to do so. The Party shall promptly give the other Party notice when the Force Majeure ceases to prevent the performance of the applicable obligation.
36. Any written notices to be served upon the Town or County shall be deemed to be properly served if submitted at their respective municipal office during normal working hours.

PART 9 – DISPUTE RESOLUTION

37. In the event of any disagreement regarding the performance and interpretation of this Agreement, the Party raising the issue will provide written notice to the other Party of such issue with the detail outline of its position regarding the same. The Parties shall follow the dispute resolution process established in the Intermunicipal Collaboration Framework agreement adopted between the two Parties.

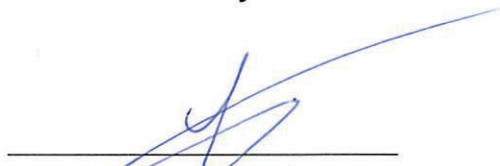
PART 10 – MISCELLANEOUS

38. No waiver by any Party of any breach of any of the terms, conditions, representations, or warranties in this Agreement shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party and any waiver so given shall extend only to the particular breach specified in such writing and shall not limit or affect any rights with respect to any other or future breach.
39. From and after the date hereof, as may be necessary, the Parties shall execute, acknowledge, and deliver such other instruments and take such other action as may be reasonably necessary to carry out their obligations under this Agreement.
40. This Agreement shall in all respects be subject to and be interpreted and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party agrees to submit and attorn to, and accepts the exclusive jurisdiction of, the courts of the Province of Alberta in respect to all matters relating to or arising from this Agreement.
41. This Agreement may be amended only by written instrument signed by both Parties.
42. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
43. Time shall be of the essence in this Agreement and of all matters contemplated in this Agreement.

44. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, then, to the extent of such invalidity, illegality, or unenforceability such provision shall be severed from this Agreement and this Agreement shall be interpreted and construed without reference thereto and the validity, legality, or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
45. Nothing in this Agreement shall be interpreted or construed to create a partnership, association, or joint venture between the Parties or to impose any partnership duty, obligation, or liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, to act as or be an agent or representative of, or to otherwise bind, the other Party.
46. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or oral, express or implied, statutory, or otherwise.

Agreed to this 3 day of September, 2025.

The Town of Rocky Mountain House



Acting Mayor Len Phillips

Dean Krause, Chief Administrative Officer

Clearwater County



Reeve Michelle Swanson

Rick Emmons, Chief Administrative Officer

Schedule A

Clearwater Regional Family and Community Support Services

Cost Share Principles

1. The Province of Alberta provides 80% funding for the Clearwater Family and Community Support Services Program. The partner municipalities cooperatively fund the minimum 20% municipal match based on a per capita formula. The most recent Statistics Canada census shall be used for this calculation.

20% funding amount / combined Town and County census population = per capita amount.

Per capita amount x Town's census population = Town's contribution.

Per capita amount x County's census population = County's contribution.

2. It is agreed that the cost of any service, operational, or Capital costs approved by the Board and the Parties, but which does not qualify for a FCSS grant from the Provincial Government, shall be shared by the Parties based on the per capita formula, unless otherwise recommended by the Board and agreed to by all the Parties. Programs of this nature must receive prior approval by the Parties.
3. All programs and services funded through the Clearwater Family and Community Services Board will be available to all residents of the Town of Rocky Mountain House and Clearwater County.