

# AGREEMENT BETWEEN

The Town of [REDACTED] as represented by the Council,  
(hereinafter called "the Council")

of the first part

[REDACTED], of [REDACTED] in The Province of Saskatchewan  
(hereinafter called "the Municipal Manager")

of the second part

## PREAMBLE

**WHEREAS** Section 110(1) of *The Municipalities Act* requires the Council to appoint an administrator;

**AND WHEREAS**, the Council has determined that the administrator be referred to as the "Municipal Manager";

**AND WHEREAS**, the Council and the Municipal Manager are desirous of entering into these presents as confirmation of the terms and conditions of such appointment;

**NOW THEREFORE**, the parties hereto agree as follows:

**1. *Appointment and Commencement Date***

The Council hereby confirms the appointment of [REDACTED] as the Municipal Manager, (Administrator), in accordance with the provisions of *The Municipalities Act* and this Agreement, as a continuing appointment which was first made the 07<sup>th</sup> day of December, 2005.

The Municipal Manager accepts the confirmation of such appointment.

**2. *Scope of Position***

The duties and responsibilities shall be those contained in the Administrative Bylaw 05(2006) as attached hereto and forming part of this agreement and *The Municipalities Act*. Any alteration or modification to the duties and responsibilities of The Municipal Manager shall be by mutual agreement of the parties hereto. The [REDACTED] contractually provides administration services to The Rural Municipality of [REDACTED] No [REDACTED] and for that purpose the Municipal Manager will be appointed and act as Administrator for The Rural Municipality of [REDACTED] No [REDACTED].

**3. *Covenant***

The Municipal Manager covenants and agrees to discharge faithfully and to the best of his knowledge, skill, and ability, the duties and responsibilities referred to herein in the best interests of the Municipality.

4. ***Indemnity***  
The Municipality will indemnify the Manager for any liability, which arises from the performance of his duties and responsibilities as Municipal Manager, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Municipal Manager or in respect of any civil liability incurred by the Municipal Manager outside the course and scope of his employment.
5. ***Professional Development Activities***  
The Council recognizes the value of professional growth of the Municipal Manager by encouraging and sponsoring his attendance at various meetings, conferences, conventions, and his membership in professional associations and agrees to cover the expenses thereof. Attendance at meetings, conferences and conventions outside the Province require prior approval of the Council.
6. ***Continuing Education***  
In each year of the Term, at the expense of the Municipality, the Municipal Manager may attend professional development courses, seminars or workshops for personal education purposes reasonably related to the discharge of the functions of Municipal Manager. The Municipal Manager will recommend to Council an annual allocation in the budget for this purpose.
7. ***Expenses***  
The Council shall reimburse the Municipal Manager for expenses, including transportation, food and lodging, public relations, etc. incurred in conducting any of the functions of the Municipal Manager, with such reimbursement to be in accordance with the Municipality's policies governing reimbursement for expenses.
8. ***Vacation***  
The Municipal Manager shall be entitled to an annual vacation of four (4) weeks. Upon completion of two (2) years of service, the annual vacation shall be increased to five (5) weeks and upon completion of five (5) years of service, shall be increased to six (6) weeks. Six (6) weeks annual vacation is deemed the maximum vacation entitlement associated with this position. The Municipal Manager shall notify Council prior to taking any vacation
9. ***Salary***  
The Council agrees to pay the Municipal Manager in accordance with the Municipal Manager pay grid as amended from time to time. The Municipal Manager shall commence employment for the year 2006 at [redacted] and continue on a ten step grid as amended from time to time in accordance with the policies of the municipality. Such salary is to be paid in the same manner as the municipal administration employees. Furthermore, the Council shall not at any time during the term of this agreement reduce the salary of the Municipal Manager except to the degree of such a reduction being applicable across the board to all other management employees of the Municipality.

<b>Municipal Manager</b>	<b>Annual Salary</b>	<b>Monthly Salary</b>	<b>Monthly Increment</b>
Step 0			
Step 1			
Step 2			
Step 3			
Step 4			
Step 5			
Step 6			
Step 7			
Step 8			
Step 9			
Step 10			

**10. *Benefits***

The Municipal Manager shall be entitled to participate in all standard benefit plans and receive all benefits as may be offered to administration employees of the Municipality according to Municipality policies in existence from time to time.

In the event of the death of the Municipal Manager prior to the termination of this contract, the Council shall pay to his widow, if she survives him, or otherwise to his estate, an amount equal to any unpaid salary, vacation and other benefits earned by him to his last day of service.

**11. *Performance Appraisal***

There shall be an evaluation in writing on the performance of the Municipal Manager at least once per year. This evaluation shall be reasonably related to the responsibilities and duties assigned to the Municipal Manager and the goals and objectives of the Council. The parties agree to cooperate and consult with each other in amending the evaluation format and processes as required. The Municipal Manager shall be provided with an individual written evaluation report from each of the Councillors, and a report which is consolidated and signed by the Mayor.

The Council (and each Councillor) undertakes to cooperate with the Municipal Manager in carrying out his duties and agrees to refer criticism, complaints or compliments about the municipality, as well as any suggestions for improvements, to the Municipal Manager for study and recommendation.

**12. *Termination and Notice***

The municipality may terminate this Agreement at any time for just cause without notice or compensation in lieu thereof.

The municipality may terminate this Agreement for any reason, in its unfettered discretion, by providing to the Municipal Manager six (6) months advance written notice to that effect, or, payment in the amount equivalent to 1.50 month's salary and benefits for six (6) months salary, less required deductions. This notice or payment entitlement shall increase by one (1) month for each year of service. It is acknowledged and agreed by the parties that the provision of such payment is reasonable and adequate and will fulfill all requirements for notice or payment in lieu thereof, to which the Municipal Manager is entitled arising out of termination of this Agreement.

In the event the Municipal Manager wishes to terminate this agreement, he shall provide not less than one (1) months notice in writing to the mayor of the Municipality. The Municipal Manager may ask the Mayor to abridge the notice period and the Mayor will not unreasonably withhold consent.

Upon termination of this agreement as set forth, the Municipal Manager shall have no further claims against, or be entitled to any further remuneration or compensation from the Municipality.

**13. *Miscellaneous***

The Municipality Manager shall at no time conduct himself, either professionally or personally, in such a manner as to bring the Municipality or its representatives or officers, into public disrepute or ridicule.

This Agreement is not assignable, either in whole or in part.

This Agreement shall be governed by the laws of The Province of Saskatchewan

14. *Term of Agreement*

This agreement shall take effect on the date it is signed and shall continue thereafter until and unless terminated in accordance with the provisions of this contract.

IN WITNESS WHEREOF the Municipal Manager has hereunto affixed his hand in the presence of the witness and the Municipality has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

Signed, sealed and delivered )  
In the presence of )

[Redacted]

Witness

[Redacted]  
\_\_\_\_\_  
Municipal Manager

[Redacted]

