

BYLAW NO. 7(2003)

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT
RESPECTING JOINT ADMINISTRATION COSTS

May 6, 2003.

The Council of the Town of Outlook, in the Province of Saskatchewan enacts as follows:

1. The Town of Outlook is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as Exhibit A, with the **Rural Municipality of Rudy No. 284**.
2. The Mayor and the Administrator of the Town of Outlook are hereby authorized to sign and execute the attached agreement identified as Exhibit A.
3. Any appendix of the attached agreement may be amended by the Council of the Town of Outlook and the Rural Municipality of Rudy No. 284 both passing complimentary bylaws as the need arises from time to time.
4. It is understood and agreed that this agreement shall be continuous, but may be terminated by either party by giving notice in writing to the other municipality, Ninety (90) days prior to December 31st in any year.
5. This Bylaw shall come into force and take effect retroactive to January 1, 2003.
6. Bylaw 14 (2001) is hereby repealed.

Mayor, Town of Outlook

(SEAL)

Administrator, Town of Outlook

Reeve, R.M. of Rudy No. 284

(SEAL)

Administrator, R.M. of Rudy No. 284

Certified a true copy of Bylaw No. 7(2003)
of the Town of Outlook adopted by
resolution of Council on the 6th day of
May, 2003, A.D.

(SEAL)

Administrator

EXHIBIT A
to
BYLAW NO. 7(2003)

THE JOINT ADMINISTRATION AGREEMENT

THIS AGREEMENT made in duplicate

BETWEEN:

THE TOWN OF OUTLOOK, in the Province of Saskatchewan
- and -
THE RURAL MUNICIPALITY OF RUDY NO. 284, in the Province of
Saskatchewan

THIS AGREEMENT WITNESSETH AS FOLLOWS:

CONSTITUTION:

1. That under authority of and in accordance with the Urban Municipality Act, 1984 and the Rural Municipality Act, 1989, a local Joint Administration Committee be established.

DEFINITION:

In this Bylaw:

1. "committee" means a group of representatives appointed from the Town of Outlook and the Rural Municipality of Rudy No. 284 to provide recommendations on all Joint Administration issues.
2. "councils" means the council of the Town of Outlook and of the Rural Municipality of Rudy No. 284
3. "municipalities" means the Town of Outlook and of the Rural Municipality of Rudy No. 284

FUNCTION:

The function of the committee shall be:

1. To assist the councils to effectively and efficiently deal with all administration issues through a committee structure, which develops policy and provides other recommendations for consideration by both councils.
2. To ensure that the administration structure and policy meets the planning statement or mission statement of each respective council.
3. To report to both councils with the committee's recommendations.

COMPOSITION OF THE COMMITTEE:

1. The committee shall consist of a total of Six (6) members; with Three (3) members to be appointed from the Town of Outlook Council and Three (3) members to be appointed from the Rural Municipality of Rudy No. 284 Council.
2. The appointments by the respective councils shall be made by resolution prior to January 31st of each year except in the first year, when the appointments may be made upon commencement of the agreement.
3. Each term of office shall be for a period of one year.
4. A majority of the whole committee is necessary to form a quorum and no business is to be transacted unless there is a majority.
5. The committee members shall appoint a Chairman of the committee at the first meeting of the year.
6. The Chairman shall preside at all meetings, and in the absence of the Chairman a presiding officer may be selected by resolution with a majority of the members present in favor.
7. The Administrator for the municipalities shall be secretary for all meetings held by the committee.
8. The minutes of each meeting shall be entered into a minute book to be kept by the Administrator and signed by the presiding officer and secretary on the adoption of the minutes at the following meeting.

9. The seat of a member of the committee shall become vacant during the one year term upon the receipt of a written notice of resignation by the secretary of the committee.
10. The secretary of the committee shall bring to the attention of the respective council at its next regular meeting any vacancies as they arise.
11. The Chairman or a designate member or the Administrator shall, as required from time to time, provide a written or oral report to both of the municipal councils on the activities or recommendations of the committee.
12. The Cost Sharing Formula and associated guidelines shall be maintained by Appendix "1" to this agreement and amended by bylaw.
13. The following may be approved by resolution of the councils:
 - Administration Policy
 - Administration Salary Schedules
 - Administration Job Descriptions/Qualifications
 - Administration Operating and Capital Budgets
 - Administration Capital Acquisitions
14. If each respective council decides to endorse the committee's recommendation, they shall pass the recommendation by applicable resolution or bylaw.

POWERS AND DUTIES:

1. To report all committee recommendations to both councils for consideration and ratification.
2. To establish and maintain the following for the administration personnel: personnel policy, job descriptions, job qualifications, a salary schedule for each position and a comprehensive group benefits plan.
3. To meet prior to December 1 in the first year of this agreement and prior to November 1 of each year thereafter to review administration policies, job descriptions/qualifications, salary schedules, employee evaluations and employee group benefits plans.
4. To review the formula and any guidelines established for cost sharing all joint administration operating capital income and costs between municipalities.
5. To establish and maintain a list of shared capital assets which are presently owned by the municipalities.
6. To provide recommendations (with a cost estimate) on the type of office equipment, furniture, building renovations, and any other capital assets which may be required in the future for the administration of the municipalities.
7. To establish and maintain as adequate maintenance policy for the office equipment and buildings.

Mayor, Town of Outlook

(SEAL)

Date _____

Administrator, Town of Outlook

Reeve, R.M. of Rudy No. 284

(SEAL)

Date _____

Administrator, R.M. of Rudy No. 284

APPENDIX 1 to EXHIBIT A
of
BYLAW 7(2003)

THE JOINT ADMINISTRATION AGREEMENT

BETWEEN THE COUNCILS OF:

The Town of Outlook
- and -
The Rural Municipality of Rudy No. 284

1. This appendix sets out the terms and conditions for the sharing of joint administration revenues and expenditures between the parties aforementioned.
2. This appendix may be amended by a bylaw passed by both councils.

SCOPE:

1. The formula for the cost sharing must be fair and responsive to the changes in the administrative work load of both jurisdictions.
2. This agreement encompasses all administrative services, equipment and facilities to be jointly shared by the municipalities. This agreement supercedes any previous formed agreements either written or otherwise governing the sharing of such services and costs.

REVENUES:

1. All revenues received from any jointly owned asset or administrative services provided shall be equally shared by the municipalities.
2. Effective rates to be charged for revenue from any jointly owned asset or administrative services provided shall be set by resolution of the councils.

COSTS:

1. The costs of supplies, material and equipment used commonly will be shared at the following rates
The Town of Outlook 75%;
The Rural Municipality of Rudy No. 284 25%.
2. The costs of administrative salaries, wages and benefits will be shared at the following rates:
The Town of Outlook 75%;
The Rural Municipality of Rudy No. 284 25%.
3. The costs including but not limited to registrations, travel, lodging and meals for administrative personnel to attend functions such as workshops, training sessions, or meetings from which both municipalities receive equal benefit will be shared at the following rates:
The Town of Outlook 50%;
The Rural Municipality of Rudy No. 284 50%.

(SEAL)

Mayor, Town of Outlook

Date _____

Administrator, Town of Outlook

(SEAL)

Reeve, R.M. of Rudy No. 284

Date _____

Administrator, R.M. of Rudy No. 284