

**Village of Val Marie**

**Bylaw 5-19**

**A Bylaw to Provide for the Village of Val Marie to Enter into an  
Administrative Agreement with the R.M. of Val Marie #17**

**OFFICE CONSOLIDATION**

**As at December 5, 2019**

**FOR REFERENCE PURPOSES ONLY –**

**NOT A CERTIFIED TRUE COPY OF THE ORIGINAL**

This Bylaw was passed on December 5, 2019 and has not been amended since.

## **Village of Val Marie**

### **BYLAW 5-19**

A BYLAW TO PROVIDE FOR THE VILLAGE OF VAL MARIE TO ENTER  
INTO AN ADMINISTRATIVE AGREEMENT WITH THE  
R.M. OF VAL MARIE #17

The Council of the Village of Val Marie in the Province of Saskatchewan  
enacts as follows:

1. This bylaw shall be referred to as the Administration Contract Bylaw.
2. In this bylaw:
  - a. "Administrator" shall mean the administrator of the municipality;
  - b. "Council" shall mean the council of the municipality;
  - c. "Head of Council" shall mean the mayor or reeve of the municipality, as the case may be;
  - d. "Municipality" shall mean the Village of Val Marie;
3. The Village of Val Marie is hereby authorized to enter into an agreement with the R.M. of Val Marie No. 17 for the purposes stated in the agreement.
4. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
5. The head of council and the administrator are hereby authorized to sign and execute the agreement described as Exhibit A.
6. Bylaw 2-15 is hereby repealed.

## **Exhibit A**

This agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

Between:

Rural Municipality of Val Marie No. 17,  
Box 59  
VAL MARIE, Saskatchewan  
S0N 2T0  
("the RM")

and

Village of Val Marie  
Box 178  
VAL MARIE, Saskatchewan  
S0N 2T0  
("the Village").

Whereas both the RM and the Village are municipal corporations, continued pursuant to section 409 of *The Municipalities Act*, S.S. 2005, c. M-36.1 ("the Act");

And whereas the RM and the Village have agreed to share administrative staff and office space, on the terms and conditions hereinafter set out;

Now therefore this agreement witnesses as follows:

### **ADMINISTRATION**

1. The RM shall be responsible to employ a person to be appointed as Administrator for both the RM and the Village.
2. The person so appointed shall perform the duties and exercise the powers and functions that are assigned to an administrator pursuant to the Act and other Acts and by the councils of the RM and the Village.
3. The RM shall have the right to employ any other persons it considers necessary to administer the RM and the Village. The RM shall have the right to negotiate the terms and conditions of employment of all administrative employees.
4. In consideration of the provision of the administrative services, the Village shall pay to the RM the following amount:
  - a) In the fiscal year Jan 1 – Dec 31, 2020: \$32,960
  - b) In every fiscal year after 2020 a 3% increase will be added to the contract amount.
5. The payment referenced in 4 hereof shall be made in two equal installments, the first of which shall be made on June 30 and the second of which shall be made on December 31.
6. The payment stipulated in paragraph 4 hereof shall be reviewed annually in November by the Joint Administration Committee hereinafter established.

7. Any change to the payment to be made must be approved by the councils of both parties.

**OFFICE/OCCUPANCY COSTS**

8. Upon the coming into force of this agreement, the Village shall continue its office to the RM’s Administration Office, located at 112 Railway Avenue East, in Val Marie. The building shall be referred to as “the Municipal Administration Office”.

9. Title to the Municipal Administration Office shall remain in the name of the RM and the Village will not be required to acquire, and by entering into this agreement shall not acquire, any interest in the property.

10. The RM shall be solely responsible for all costs associated with the Municipal Administration Office, including heating, electrical, water and sewer, cleaning, maintenance and repair, and insurance on the building itself.

11. The Village will be responsible for the costs of the grounds maintenance associated with the municipal office property (weed whipping and cutting grass).

12. The RM will not charge the Village any rent for the Village’s use of the Municipal Administration Office.

13. The Village will bill the RM for sewer service to the Municipal Administration Office effective January 1, 2015.

**OTHER COSTS (Review these)**

14. Other costs shall be borne as follows:

<b>Telephone</b> (including land lines, fax lines and high speed internet charges)	RM 50% / Village 50%
<b>Cell Phones</b>	Each party to bear their own costs
<b>Postage</b>	Costs to be kept track of separately and each party to bear their own costs
<b>Stationary and other office supplies</b>	
➤ Commonly used	RM 52% / Village 48%
➤ Purchased specifically for one party	Each party to bear their own costs
<b>Office Equipment</b> (operating costs)	RM 50% / Village 50%

15. Any amounts owing by one party to the other for costs described in the preceding paragraph shall be invoiced quarterly and shall be payable upon receipt of the invoice therefore.

**JOINT ADMINISTRATION COMMITTEE**

16. Each party shall appoint two (2) persons to a Joint Administration Committee, the purpose of which shall be to meet periodically to discuss and deal with any issues that may arise as a result of this agreement.

**LISTING OF CAPITAL ASSETS**

17. A listing of the capital assets, associated with the Municipal Administration Office, that the Village and RM each owned as of the coming of force of this agreement and that may be purchased separately or jointly after the coming of force of this agreement shall be maintained and attached to this agreement as Schedule 1, identifying the percentage of ownership that each party has in the capital assets.

**TERM AND TERMINATION**

18. Either party hereto may terminate this agreement by giving not less than one year's written notice to either party, however this notice period may be shortened by agreement of the parties.

19. Should this agreement be terminated in accordance with paragraph 17, the capital assets as identified in Schedule "A" to this agreement shall be disbursed as follows:

a) where there is an asset that is jointly owned by the Village and the RM and both require the asset, the party requesting termination will be required to share equally in the cost to purchase a replacement asset of equal quality for the other party and shall then be entitled to ownership of the asset jointly owned.

b) where there is an asset that is jointly owned by the Village and the RM and the terminating party does not require the same, this asset shall become property of the other party.

**GENERAL**

19. This agreement shall be binding upon and ensure to the benefit of the parties and their respective successors and representatives.

In witness whereof the Rural Municipality of Val Marie No. 17 has caused its seal to be hereunto affixed, attested to by its proper signing officers in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Schedule 1

**Assets Associated with the Municipal Administration Office:**

Owned by the R.M. of Val Marie No. 17:

1. 6 monitors, 4 computer hard drives (incl. keyboards & mouse equip), and laptop
2. 2 battery backups
3. Wireless internet, modem, router and backup equipment
4. All adding machines and calculators
5. Boardroom Table & 16 Chairs
6. 6 – four drawer legal size filing cabinets lateral style (all cabinets in the file room); one traditional file cabinet in the vault (green/grey color)
7. Wooden library style desk (the desk the maps are kept)
8. Black Pamphlet/leaflet holders (2 between the windows in the lobby)
9. Staples Shredder (beside the SGI station)
10. Computershred 1600(large shredder)
11. 3 cardboard map holders
12. All cutlery and dishes in the kitchen
13. TV in the boardroom
14. 12 Black Chairs (lobby, boardroom, and around the office)
15. Indoor/Outdoor mats in the lobby
16. "R.M. of Val Marie" sign on the exterior of the building
17. Any and all office equipment not listed below as owned by the Village of Val Marie shall be deemed to be owned by the R.M.

Owned by the Village of Val Marie:

1. Brother MFC-8460N Printer/Fax/Scanner
2. 2 wooden desks
3. 2 – Four drawer legal size filing cabinets (the two in the safe grey & grey/blue)
4. 1 paper cutter
5. Sewer location instrument
6. Metal rolling paper storage cabinet
7. 1 cardboard map holder
8. 2 bulletin boards (4ft x 4ft, 3ft x 4ft)
9. "Village of Val Marie" sign on the exterior of the building