

# JOINT ADMINISTRATION AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, AD

BETWEEN:

TOWN OF \_\_\_\_\_,  
a municipal corporation in the Province of Saskatchewan,  
(hereinafter referred to as the "Town")

and

RURAL MUNICIPALITY OF \_\_\_\_\_ NO. \_\_\_\_\_,  
a municipal corporation in the Province of Saskatchewan,  
(hereinafter referred to as the "RM")

## WHEREAS:

- A. In September 2002 the Town's Administrator resigned and the Town advertised inviting applications for the position of Town Administrator;
- B. During the RM's September 23, 2002 Special Meeting of Council, the Town's advertisement for a Town Administrator was raised by Council with the RM's Administrator, and noting that the RM had opposed the Provincial Government's Task Force on Municipal Legislative Renewal recommendations in 2000, proposing the forced amalgamation of municipal units, the RM Council recognized the need to be pro-active to change in an attempt to control the future of the RM rather than have changed forced upon it and by motion No.2002195 encouraged and supported its Administrator to apply for the position of Town Administrator for the Town of Broadview with the intent of establishing joint administration between the RM and the Town;
- C. The RM's Administrator submitted his application to the Town for the position of Town Administrator, on the basis that he would serve in the capacity as Administrator for both the Town and the RM;
- D. The Town, after reviewing the applications received for the position of Town Administrator, requested and received, in writing, from the RM's Administrator his vision on how he foresaw serving in the capacity of Administrator for both the Town and RM;
- E. The RM's Administrator was interviewed by Town Council for the position of Town Administrator;
- F. The Mayor of the Town attended the R.M.'s October 16, 2002 Special Meeting of Council expressing the Town's interest in establishing joint administration between the Town and the RM and a meeting date was set for October 23, 2002 for the Council of the Town and the

Council of the RM to sit down and establish the terms on which joint administration would commence; and

- G. On October 23, 2002, the Councils for both the Town and RM met in the RM Office Council Chambers and agreed to the terms set out herein upon which joint administration between the Town and RM could proceed:

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT THE PARTIES HERETO AGREE**, pursuant to S.175(2) of *The Urban Municipality Act, 1984* and S.254 of *The Rural Municipality Act, 1989*, to establish and carry out joint administration between the Town and RM on the following terms and conditions:

**1. TERM OF AGREEMENT**

- 1.1 This agreement shall be of force and effective from the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, and shall continue in effect until terminated by either Party in accordance with the provisions of Section 9.1.

**2. MUNICIPAL ADMINISTRATION OFFICE:**

- 2.1 On the coming into force of this agreement the RM shall move its office into the Town's Administration Office at \_\_\_\_\_, \_\_\_\_\_, Saskatchewan. The building will be referred to as the "Municipal Administration Office."
- 2.2 Title to the Municipal Administration office shall remain solely in the name of the Town and the RM will not be required to acquire an interest in the building.
- 2.3 No rental will be charged to the RM or paid by the RM for having its office in the Municipal Administration Office.
- 2.4 The Town and the RM will share equally in the cost of any renovations to the Municipal Administration Office as approved by each Council or by the Joint Administration Committee as established by Section 8, and all approved renovations to the Municipal Administration Office, when completed, will be considered to be part of the property.
- 2.5 The R.M.'s Administration Office, located at \_\_\_\_\_, shall remain the R.M.'s, with the R.M. being authorized to do with the building as they so wish.
- 2.6 The Town and RM will share equally in the following expenses and revenues associated with the Municipal Administration Office;

Expenses:

- (a) Utilities, including electricity, gas, water and sewer;
- (b) General Insurance Coverage, including property and contents;

- (c) Maintenance, including general upkeep and repair; and
- (d) Care taking services, including supplies.

Revenues:

- (a) General office services, to include photocopying and faxing; and
- (b) Rental office building/room(s).

**3. ADMINISTRATOR:**

- 3.1 On the coming into force of this agreement, both the RM and the Town shall appoint the same individual as Administrator.
- 3.2 The Administrator's salary shall be equal to seventy-five (75%) of UMAAS's salary schedule from the Town and seventy-five (75%) of RMAAS's salary schedule from the RM, this being subject to the Administrative Assistant position being equivalent to only a 60% of full time position, with additional time for meetings, conferences, conventions and holidays of the Administrator, or as otherwise approved by the Joint Administration Committee;
- 3.3 The Administrator's total salary shall be paid by the RM who shall invoice and be reimbursed by the Town for their share of the total salary and employer's payroll benefits.
- 3.4 The Administrator's Extended Health and Dental Benefits shall be provided through the R.M. and the Town shall be invoiced and reimburse the RM for one-half (1/2) of the cost of these benefits.
- 3.5 The cost of other employee benefits provided to the Administrator by either the Town or RM shall be covered by the municipality providing the benefit.

**4. ADMINISTRATIVE ASSISTANT**

- 4.1 On the coming into force of this agreement the position of Administrative Assistant shall be established, to be equivalent to 60% of a full time position, with additional time for meetings, conferences, conventions and holidays of the Administrator, or as otherwise approved by the Joint Administration Committee;
- 4.2 The Administrative Assistant's wages shall be established by the Joint Administration Committee.
- 4.3 The Administrative Assistant's wages shall be paid by the Town who shall invoice and be reimbursed by the RM for one-half (1/2) of the total wages and employer's payroll benefits.
- 4.4 The Administrative Assistant's Extended Health and Dental Benefits shall be provided through the Town and the RM shall be invoiced and reimburse the Town for one-half (1/2) of the cost of these benefits.
- 4.5 The cost of other employee benefits provided to the Administrative Assistant by either the Town or RM shall be covered by the municipality providing the benefit.

**5. TELEPHONE & POSTAGE**

- 5.1 The Town and RM will maintain their present telephone numbers.
- 5.2 The Town and RM shall be individually responsible for the cost to maintain their separate telephone numbers.
- 5.3 The costs associated with maintaining a fax number and having Internet services shall be shared equally between the Town and RM.
- 5.4 Postage costs for the Town and RM are, if possible, to be kept track of separately and each municipality shall be responsible for their actual costs. Until the costs can be kept separate, the Town and RM agree to share equally in the cost of postage.

**6. STATIONERY & SUPPLIES**

- 6.1 The costs of stationery and supplies, commonly used for the administration of both municipalities shall be shared equally between the Town and RM.
- 6.2 The costs of stationery and supplies purchased specifically for either the Town or RM shall be borne solely by the benefitting municipality.

**7. OFFICE EQUIPMENT**

- 7.1 The Town will purchase from MuniSoft a User License for their various municipal accounting software programs, as the RM presently has, at a cost of \$4,990.00 plus applicable taxes
- 7.2 The Town and RM will share equally in the cost to purchase from MuniSoft a new server/workstation, including workstation enhancements, network enhancements, printer and larger tape drive as set out in MuniSoft's proposal, at a cost of \$3,530.00 plus applicable taxes.
- 7.3 The RM will be responsible for the cost to have MuniSoft transfer its files to the new server, at a cost of \$300.00 plus applicable taxes.
- 7.4 The RM's Council Table and Chairs will be moved over to the Municipal Administrator Office and utilized in the Council Chambers.
- 7.5 The Town's photocopier will be utilized and the costs associated with operating it will be shared equally.
- 7.6 The RM's antique cabinet will be moved over to the Municipal Administration Office.
- 7.7 The most suitable other office equipment will be utilized in the Municipal Administration office, including fax machine, phones, printers and filing cabinets, with the surplus office equipment to be disposed of at the direction of the Joint Administration Committee.
- 7.8 Service Agreement costs for all office equipment shall be shared equally between the Town and

RM.

**8. JOINT ADMINISTRATION COMMITTEE**

- 8.1 The Town and RM shall both appoint three members to serve on and as the Joint Administration committee to meet when necessary to discuss items that arise as a result of this agreement.

**9. LISTING OF CAPITAL ASSETS AND OFFICE EQUIPMENT:**

- 9.1 A listing of the capital assets, associated with the Municipal Administration Office, that the Town 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 "A", identifying the percentage of ownership that the RM and Town have in the capital assets.

**10. TERMINATION**

- 10.1 Either party hereto may terminate this agreement by giving not less than one (1) years written notice to the other Party.
- 10.2 Should this agreement be terminated in accordance with 10.1, 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 Town and 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 Town and RM and the terminating party does not require the same, this asset shall become the property of the other party.
  - (c) Where there is an asset jointly owned by the Town and RM and the non-terminating party does not require the asset it shall become the property of the terminating party.

**11. GENERAL AND MISCELLANEOUS**

- 11.1 This Agreement shall be binding upon and ensure to the benefit of the Parties, their respective successors and representatives.

THE TOWN OF \_\_\_\_\_

\_\_\_\_\_  
MAYOR

[SEAL]

\_\_\_\_\_  
ADMINISTRATOR

THE RURAL MUNICIPALITY OF \_\_\_\_\_, NO. \_\_\_\_\_

\_\_\_\_\_  
REEVE

[SEAL]

\_\_\_\_\_  
ADMINISTRATOR