

**BYLAW No. 9-96**


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

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

1. The Town of Lumsden is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as Exhibit A, with the following municipalities:

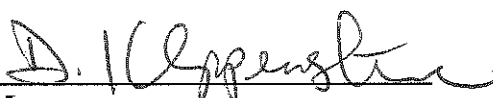
***RURAL MUNICIPALITY OF LUMSDEN No. 189***

2. The Mayor and Administrator of the Town of Lumsden 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 Rural Municipality of Lumsden No. 189 and the Town of both passing complementary 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 hereto giving notice in writing to the other municipality, **Ninety (90) days** prior to December 31<sup>st</sup> in any year.
5. This Bylaw shall come into force and take effect on the date of final passing thereof.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

**Certified to be a true copy of Bylaw No. 9-96 adopted by  
the council of the Town of Lumsden on the 9<sup>th</sup> day of  
December, 1996.**

  
\_\_\_\_\_  
Mayor

**SEAL**

  
\_\_\_\_\_  
Administrator

## JOINT ADMINISTRATION AGREEMENT

THIS AGREEMENT made in duplicate on the 9<sup>th</sup> day of December, 1996.

### BETWEEN:

THE *TOWN OF LUMSDEN*, in the Province of Saskatchewan

- and -

THE *RURAL MUNICIPALITY OF LUMSDEN No. 189*, in the Province of Saskatchewan

### THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### CONSTITUTION:

1. That under the 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 Lumsden and Rural Municipality of Lumsden No. 189 to provide recommendations on all Joint Administration issues.
2. "**councils**" means the council of the Rural Municipality of Lumsden No. 189 and of the Town of Lumsden.
3. "**municipalities**" means the Rural Municipality of Lumsden No. 189 and the Town of Lumsden.

#### 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 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 COMMITTEE:

1. The committee shall consist of a total of Six (6) members; with Three (3) members to be appointed from the Town and Three (3) members to be appointed from the Rural Municipality.
2. The appointments by the respective councils, shall be made prior to January 31<sup>st</sup> of each year by resolution.
3. Each term of office shall be for a period of one year.
4. 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.
5. The secretary of the committee shall bring to the attention of the respective council, at its next regular meeting, any vacancies as they arise.
6. The secretary of the committee shall, at the request of the chairman or one third of the members, call a meeting of the committee for a date specified in the request.
7. A majority of the whole committee is necessary to form a quorum and no business is to be transacted unless there is a quorum.
8. 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 favour.


9. The administrator for the municipalities shall be secretary, for all committee meetings held by the committee.
10. Minutes of each meeting shall be entered in 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.
11. The chairman, a designate member, or administrator shall, as required report to the both municipal councils, and provide a written or oral report on the activities or recommendations of the committee.
12. The following shall be maintained by an appendix to this agreement and amended by bylaw:
 

***Cost Sharing Formula and associated guidelines,  
Employee Group Benefit Plan.***
13. The following may be approved by resolution of the councils:
 

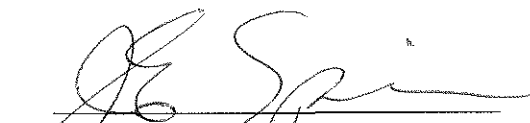
***Administration Policy,  
Salary Schedules,  
Job Descriptions/Qualifications,  
Appointment/Hiring of Employees,  
Operating and Capital Budgets,  
Capital Acquisitions.***
14. Each respective council should they decide to endorse the committee's recommendation, shall pass the recommendation by applicable resolution or bylaw.

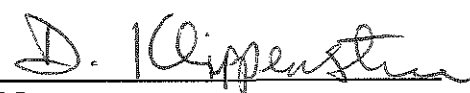
**POWERS AND DUTIES:**

1. To report all committee recommendations to both councils for consideration and ratification.
2. To establish and maintain a personnel policy, job descriptions, job qualifications, a salary schedule for each position and a comprehensive group benefits plan for the staff.
3. To meet prior to November 1<sup>st</sup> of each year, to review administration policies, job descriptions/qualifications, salary schedules, employee evaluations and employee group benefit plans.
4. To review the formula and any guidelines established for cost sharing all joint administration operating and capital income and costs between the 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 an adequate maintenance policy for office equipment and buildings.

  
\_\_\_\_\_  
**Reeve**

SEAL

  
\_\_\_\_\_  
**Administrator**

  
\_\_\_\_\_  
**Mayor**

SEAL

  
\_\_\_\_\_  
**Administrator**

**APPENDIX # 1 TO THE "JOINT ADMINISTRATION AGREEMENT"**

BETWEEN THE COUNCILS OF:

**Town of Lumsden**

and

**Rural Municipality of Lumsden No. 189**

This appendix sets out the terms and conditions for the sharing of joint administration revenues and expenditures between the parties aforementioned.

**SCOPE**

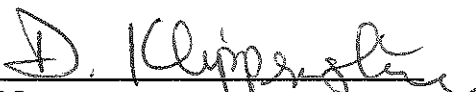
1. The initial formula for the cost sharing must be fair and responsive to changes in the populations of both jurisdictions. However, while population may be a vital criteria to this formula, there must also be some consideration for the administrative load that the populations generate.
2. This agreement 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**

3. All revenue received from any jointly owned asset or administrative services provided, shall be equally shared by the municipalities.
4. 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**



5. The cost of all commonly used supplies, materials, equipment and facilities will be equally cost shared.
6. The cost of salaries will be shared in accordance with the following formula based on the populations of the respective municipalities as reported in the previous year's Saskatchewan Municipal Directory.  
**Town Share:**  
= Factor (1.0635) X (Town population / (Town population + RM population))  
**RM Share:**  
= Factor (0.9265) X (RM population / (Town population + RM population))
7. The above formula and factor reflects historic administrative load information from the period 1993 to 1996, and corresponds to actual costs within a + or - 1 percentage point.
8. This Appendix may be amended by a bylaw passed by both councils.

  
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Mayor

SEAL

  
\_\_\_\_\_  
Administrator

SEAL

  
\_\_\_\_\_  
Reeve  
  
\_\_\_\_\_  
Administrator

**APPENDIX # 2 TO THE "JOINT ADMINISTRATION AGREEMENT"**

BETWEEN THE COUNCILS OF:

**Rural Municipality of Lumsden No. 189**

and

**Town of Lumsden**

This appendix sets out the terms and conditions for continuing a employee group benefits plan for the administrative staff of the municipalities:

1. The Town of Lumsden shall pay all salaries for the administration staff of the municipalities.
2. The Town of Lumsden shall bill the Rural Municipality of Lumsden No. 189, for all shareable administration salaries and benefits, based on the formula provided for in the "Joint Administration Agreement".
3. Upon commencement of employment with the administration staff of the municipalities, all permanent and temporary full time employees, as well as, permanent part-time employees are enrolled in the following group benefits as a condition of employment:

**PREMIUM COST SHARING**


<u>INSURANCE TYPE</u>	<u>MUNICIPAL PORTION</u>	<u>EMPLOYEE PORTION</u>
Life Insurance	0%	100%
Long Term Disability Insurance	0%	100%
Short Term Disability Insurance	100%	0%
Extended Health Care Insurance	100%	0%
Dental Care Insurance	100%	0%
Saskatchewan Municipal Employees Superannuation	Matching	Matching
<b>Average SUMA Group Benefits Plan Premiums:</b>	<b>60%</b>	<b>40%</b>


- The town will continue to pay their share of premiums for all employee group benefits, insurance, pension and government benefits for a period of one year while any employee remains on Long Term Disability Insurance. The employee must also continue to pay his/her portion of the benefits.
- Employees can apply to have life insurance and long term disability premiums waived while they remain on long-term disability.
- With regard to maternity leave or lay-off, the Town will pay *approximately 60%* of the total premiums if the employee chooses to continue their benefits while on leave, up to a maximum of 6 months. The employee will pay their portion in advance either as a whole, through post-dated cheques, or be billed monthly for their share of premiums.

4. This Appendix may be amended by a bylaw passed by both councils.


  
Reeve

SEAL

  
Administrator

  
Mayor

SEAL

  
Administrator