

Authorize Agreement

RESORT VILLAGE OF GLEN HARBOUR

BYLAW NO. 7/2011

**A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT
RESPECTING THE DEVELOPMENT OF A REGIONAL UTILITY BOARD**

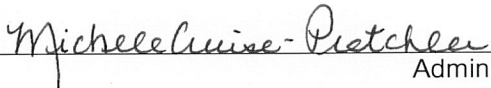
The Council of the Resort Village of Glen Harbour in the Province of Saskatchewan enacts as follows:

1. This bylaw shall be referred to as the Agreement Authorization 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 of the municipality;
 - d. "Municipality" shall mean the Resort Village of Glen Harbour;
3. The Resort Village of Glen Harbour is hereby authorized to enter into an agreement with the Rural Municipality of McKillop No. 220, the Town of Strasbourg, and the Resort Village of Island View for the purpose(s) stated within 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.





Mayor



Administrator

Municipal Capacity Development Program Services Contract

The Parties named in Section 1 of this agreement agree to enter into a contract with the MUNICIPAL CAPACITY DEVELOPMENT PROGRAM (MCDP) to undertake the proposed services outlined in the agreement.

1) PARTIES

- a) The municipalities party to this agreement are as follows:

RURAL MUNICIPALITY OF MCKILLOP #220;
TOWN OF STRASBOURG;
RESORT VILLAGE OF GLEN HARBOUR; and
RESORT VILLAGE OF ISLAND VIEW.

- b) The parties may choose to involve other municipalities or organizations in their discussions, agreements and decision making process.

2) SCOPE

- a) The parties agree to have MCDP assist in the development process of a utility board to operate the proposed regional lagoon system.

3) OBJECTIVES

- a) MCDP will assist the inter-municipal group with:
- i) the development of a structure for the utility board to function on its own; and
 - ii) the beginning stages of developing a regional lagoon system.

4) DELIVERABLES

The deliverables MCDP will provide to achieve the objectives include:

- a) *Memorandum of Understanding*
- b) *Request for Proposal for Feasibility Study*
- c) *Selection resources/ rating facilitation*
- d) *Presentation on Cost Sharing*
- e) *Cost Sharing Agreement*

5) TIME ESTIMATE

- a) The estimated time commitment of MCDP to complete the deliverables will be **45 hours** with a completion date of **April 31st, 2011**. The following is the estimated timeline for completion of deliverables:
- *December 2011 – Group Structure and MOU development*
 - *January 2011 – Review of MOU and revisions*
 - *February 2011 – Request for Proposal Discussion and development*
 - *March 2011 – Cost Sharing presentation and development*
 - *April 2011 – Facilitation of proposal selection rating and cost sharing agreement review*
- b) The timeline is an estimate and may be adjusted to a shorter or longer time frame based on the unforeseen circumstances (i.e. longer meetings, bad weather, etc.)
- c) Once the agreement has been signed, MCDP will determine a more detailed timeline with the parties (i.e. establishment of meeting dates and times, tentative review and comment submission dates, deliverable submission dates, etc.)
- d) MCDP will not begin work on the outlined deliverables until this contract has been signed by all parties.

6) COST ESTIMATE

- a) The cost for MCDP services will be a total of **\$1,350.00** with the following breakdown of hours at \$30/hour:
- i) Memorandum of Understanding – 15 hours - \$450.00
 - ii) Request for Proposal and Selection Rating Facilitation – 15 hours - \$450.00
 - iii) Cost Sharing Presentation and Agreement – 15 hours - \$450.00
- b) The fee for service includes meeting facilitation time and development of presentations and agreements. The cost of travel and other expenses will continue to be covered by MCDP.
- e) An invoice will be provided to the Rural Municipality of McKillop #220 once all deliverables have been completed. The parties agree to independently determine the cost sharing arrangement for the cost of MCDP services.

7) TERMS OF CONTRACT

- a) The parties agree to:
 - i) Attend and participate in a monthly meeting as outlined in the estimated timeline;
 - ii) review, comment and approve all deliverables by the estimated completion date;
 - iii) commit time and effort into the inter-municipal cooperation process and the development of the deliverables outlined in Section 4;
 - iv) follow the suggested timeline; and
 - v) continue all necessary legal steps of creating a utility board beyond that of the deliverables outlined by MCDP.
- b) MCDP is not responsible for ensuring the agreements meet all legal standards and recommend the parties provide all agreements to a solicitor for review.

8) TERMINATION OF CONTRACT

- a) The termination of this contract may occur in one of the following ways:
 - i) all the deliverables have been complete and invoice has been sent;
 - ii) all parties agree to discontinue the process; or
 - iii) only one party agrees to continue to the process.
- b) If the contract is terminated before all the deliverables have been completed. MCDP will invoice for the hours of service provided up to the date of termination.

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as this ____ day of _____, 201__.

Rural Municipality of McKillop #220

Reeve

Administrator

Town of Strasbourg

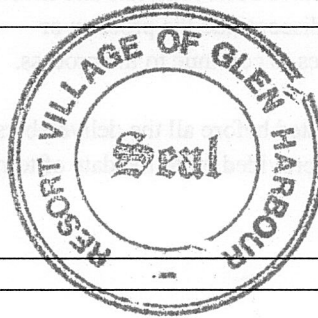
Mayor

Administrator

Resort Village of Glen Harbour

Mayor

Michele Luise Pratchler
Administrator



Resort Village of Island View

Mayor

Administrator