

SUMMER VILLAGE OF ARGENTIA BEACH

JOINT SERVICES BYLAW NO. 184

A BYLAW OF THE SUMMER VILLAGE OF ARGENTIA BEACH, IN THE PROVINCE OF ALBERTA, AUTHORIZING THEIR PARTICIPATION IN THE FORMATION OF A JOINT SERVICES COMMITTEE AND AUTHORIZING A MEMBER OF COUNCIL TO ACT ON BEHALF OF COUNCIL AT THE JOINT SERVICES COMMITTEE, TO BE KNOWN AS THE “JOINT SERVICES BYLAW”.

WHEREAS, the Pigeon Lake Area Municipalities known as “the Summer Villages” desire to enter into an agreement for shared costs of administration and facilities known as *the Joint Administration and Facilities Agreement*;

AND WHEREAS, the Summer Villages desire office space for the operation of their administrative offices, conducting their council meetings and the storage of their municipal records and desire to establish a common office for administration purposes;

AND WHEREAS, the Summer Villages wish to collectively engage a common contractor to provide administrative services to each of the Summer Villages;

AND WHEREAS, the Summer Village of Ma-Me-O Beach has entered into an Agreement to lease office space for the operation of a Summer Village Administration Office located at Ma-Me-O Beach, Alberta (hereinafter called “the Office Premises”);

AND WHEREAS, the Summer Villages agree to establish formulae for the allocation of costs amongst them and for management of administrative services.

NOW THEREFORE, Council for the Summer Village of Argentia Beach, duly assembled, hereby enacts as follows:

SECTION 1: NAME OF BYLAW

1.1 This bylaw may be cited as the “*Joint Services Bylaw*”.

SECTION 2: DEFINITIONS

2.1 In this Bylaw:

- (a) “Summer Village” means the Summer Village of Argentia Beach
- (b) “Summer Villages” means the Summer Villages that are signatories to the “Joint Administration and Facilities Agreement”
- (c) “Council” means Council for the Summer Village of Argentia Beach
- (d) “Chief Administrative Officer” (CAO) means the CAO duly appointed by the individual Summer Villages and who acts as the common CAO for the Summer

Villages and who operates the common office premises and provides administrative services to the Summer Villages according to the Joint Administration and Services Agreement and the *Municipal Government Act*.

SECTION 3: ACKNOWLEDGEMENT

- 3.1. Council agrees to the formation of a Joint Services Committee (“the Committee”) consisting of one elected representative from each Summer Village.
- 3.2. Council agrees to provide a representative to the Joint Services Committee.
- 3.3. Council agrees the duties of the Joint Services Committee and the Summer Village Representative, as documented in the Joint Services Agreement, will be to:
 - (a) review and make recommendations for allocation of costs;
 - (b) review and make recommendations for improvement and/or changes of administration, contractors and the terms of administration contracts;
 - (c) establish bench marks, evaluate against those benchmarks, and make recommendations respective to all types of administrative costs contemplated by this Agreement;
 - (d) assist with the annual appraisal process for the Chief Administrative Officer of the Summer Village by providing input to Council and taking such appraisal forward to the Joint Services Committee for inclusion in the amalgamated appraisal of the Chief Administrative Officer;
 - (e) develop administration contracts and develop parameters for the scope of work and costs to be covered by such contracts;
 - (f) develop budgeting for joint administration and reviewing with individual Councils;
 - (g) review the lot counts in January of each year for the purpose of resetting the formulae where lot counts are used in cost allocations;
 - (h) develop a schedule of regular meetings;
 - (i) develop a dispute resolution mechanism for the Joint Services Committee pertaining to the application of the Joint Administration and Services Agreement;
 - (j) market the availability of shared facilities and services to other municipalities in an attempt to secure economies of scale.

- 3.4. Council agrees that decisions with regard to joint services, Policies and Agreements shall rest with the Joint Services Committee. Council for the Summer Village of Argentia Beach agrees to empower their representative to make such decisions and make recommended changes to the Joint Services Agreement from time to time so far as not to be in conflict with the *Municipal Government Act*.
- 3.5. Council agrees that their representative shall communicate with Council with regard to the activities and decisions of the Joint Services Committee in a manner that allows Council to fulfill the duties assigned to them under the *Municipal Government Act*.

SECTION 4: SEVERABILITY

- 4.1 Should any section or part of this bylaw be found to have been improperly enacted, then such section or part shall be regarded as being severable from the rest of this bylaw and the bylaw remaining after such severance shall be effective and enforceable as if the section found to be improperly enacted had not been enacted as part of this bylaw.

SECTION 5: EFFECTIVE DATE

- 5.1. This bylaw shall come into effect upon the date of third reading.

Read a first time on this 22nd day of July, 2003

Read a second time on this 22nd day of July, 2003

Given unanimous consent this 22nd day of July, 2003

Read a third time on this 22nd day of July, 2003

Norm Rinas, Mayor
Summer Village of Argentia Beach

Aleks Nelson, Chief Administrative Officer
Summer Village of Argentia Beach