

# **North Valley Inter-Municipal Organization**

## **Memorandum of Understanding**

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**This Memorandum of Understanding establishes a partnership between:**

The Rural Municipality of Cupar No. 218;  
Rural Municipality of Lipton No. 217;  
Rural Municipality of Longlaketon No. 219;  
Rural Municipality of McKillop No. 220;  
Rural Municipality of Kellross No. 247;  
Rural Municipality of Touchwood No. 248;  
Village of Markinch;  
Village of Lipton;  
Town of Southey; and the  
Town of Cupar.

## **THE PARTIES AGREE AS FOLLOWS:**

### **1. Purpose**

- (a) The purpose of this Memorandum of Understanding is to outline the process and the topics that will be discussed and addressed by the North Valley Inter-Municipal Organization.
- (b) The communities comprising the North Valley Inter-Municipal Organization engage in group initiatives for improving local services and opportunities. They do this through cost sharing and capacity-building strategies in order to build regional efficiencies for the benefit of their collective residents.

### **2. Definitions:**

In this Understanding:

- (a) "Affiliated Members" indicates the municipalities party to this agreement.
- (b) "Committee" refers to the collective members representing the affiliated members.
- (c) "North Valley Inter-Municipal Organization" will refer to the Committee of the following municipalities: Rural Municipality of Lipton No. 217; Rural Municipality of Cupar No. 218; Rural Municipality of Longlaketon No. 219; Rural Municipality of McKillop No. 220; Rural Municipality of Kellross No. 247; Rural Municipality of Touchwood No. 248; Village of Earl Grey; Village of Markinch; Village of Dysart; Village of Lipton; Town of Southey; and the Town of Cupar.

### **3. Term of Agreement**

- (a) The initial term of this Agreement shall be for one year unless otherwise specified in this Agreement. Thereafter the agreement may be renewed at the discretion of the affiliated members.
- (b) The agreement may be amended by mutual consent of the affiliated members unless otherwise specified in this Agreement.
- (c) It is agreed by the affiliated members that the Committee shall meet at least once per year to review the terms and conditions of the agreement unless otherwise specified in this Agreement.

#### **4. Inter-municipal Cooperation**

- (a) The members agree to create a recommending body known as the *North Valley Inter-Municipal Organization* (NVIMO) which will consist of municipalities in the east central region of Saskatchewan.
- (b) The Committee shall meet once per month throughout the year for approximately two hours at a central location and time at the discretion of the Committee.
- (c) Topics to be discussed by the Committee will include:
  - I. Land Use Planning and Economic Development;
  - II. Housing;
  - III. Infrastructure;
  - IV. Services; and
  - V. Any additional items identified in the Community Action Plan.
- (d) The Committee will provide recommendations to their respective councils on the issues identified in the Community Action Plan.

#### **5. Communications**

- (a) Internal communications shall be sent via email to the appointed representatives.
- (b) All external communications regarding NVIMO will be directed and handled by the designated chairperson and/or the secretary and reported back to the Committee at the following meeting.

#### **6. Funds**

- (a) An annual membership fee of \$100.00 per municipality is required at the time of signing this agreement, and due January 1<sup>st</sup> of each subsequent year.
- (b) Any decisions pertaining to increasing membership fees and/or additional funding necessary for operations, projects or expenses will be taken back to each affiliated municipal council for final approval.
- (c) If the North Valley Inter-Municipal Organization were to dissolve, funds will be dispersed proportionate to the amounts provided by each respective Member.

## **7. Members of the Committee**

- (a) The Committee will consist of a maximum of two (2) representatives from each member municipality as appointed by their Council. At least one of the two representatives from each Member Municipality must be a municipal councillor.
- (b) Each Member Municipality will have one (1) vote.
- (c) Each respective council will appoint an alternate representative to attend meetings in the event their council representative is unavailable to attend.
- (d) NVIMO will be open to new members. A potential member will be allowed to attend one meeting, after which a letter shall be provided to the Committee for approval of membership. Once approved, the member must appoint their representative(s), sign the Memorandum of Understanding, pay the membership fee, and follow the terms of the agreement.
- (e) A Secretary/Treasurer will be appointed by the Committee through annual nomination and election.
- (f) The Chairperson will be designated on a rotating basis amongst member municipalities and will be responsible for conducting the meeting.

## **8. Powers of the Committee**

- (a) A majority (50% plus 1) of the membership of the Committee in attendance constitutes a quorum for the transaction of business.
- (b) Representatives have the authority to make decisions on behalf of their respective councils regarding the procedure and business of the North Valley Inter-Municipal Organization agreed to under this agreement and the Regional Community Action Plan with the exception of decisions pertaining to finances.
- (c) When amendments are required to the operation or agreement (excluding finances) of the Committee, two-thirds of membership constitutes a quorum.
- (d) Representatives of the Committee will be required to report all North Valley Inter-Municipal Organization business to their respective councils with the meeting minutes provided by the appointed secretary.

**9. Dispute Resolution**

- (a) In the event that a dispute over any issue related to or addressed under this agreement should occur between the affiliated members:
  - i) The Committee will meet and attempt to resolve the dispute amongst themselves.
  - ii) In the event the Committee is unable to resolve an issue, the next step will be to seek an objective third party decision.

**10. Exit Strategy**

- (a) Members who wish to withdraw from the Committee must provide a letter outlining their intention 60 days prior to exit. Once received, the letter shall be reviewed and approved by the Committee.
- (b) All funds submitted to the North Valley Inter-Municipal Organization by the withdrawn member shall remain with the North Valley Inter-Municipal Organization.
- (c) In the event the North Valley Inter-Municipal Organization were to dissolve, funds shall be dispersed proportionate to the amounts provided by each respective Member.

**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 \_\_\_\_\_, 2012.

**Rural Municipality of Lipton No. 217**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

**Rural Municipality of Cupar No. 218**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

**Rural Municipality of McKillop No. 220**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

**Rural Municipality of Kellross No. 247**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

**Rural Municipality of Touchwood No. 248**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

**Village of Markinch**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

**Town of Southey**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

**Town of Cupar**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

**Village of Lipton**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

**Rural Municipality of Longlaketon No. 219**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator