

**TOWN OF SMOKY LAKE
IN THE PROVINCE OF ALBERTA
BYLAW NO. 014-08**

Being a Bylaw of the Town of Smoky Lake, to authorize the Municipal Council to enter into an Agreement to hire a **Community Economic Development Officer**.

WHEREAS the Municipal Government Act, S.A. 2000, as amended ("the Act") provides that a Municipal Council may pass such bylaws to enter into an agreement as to the joint control and management of anything that concerns respective municipalities.


NOW THEREFORE the Council of the Town of Smoky Lake, duly assembled, enacts as follows.

1. The Council of Town of Smoky Lake is hereby authorized to enter into an Agreement as per attached.
2. The Mayor and the Town Smoky Lake is hereby authorized to sign and seal the Agreement.

EFFECTIVE DATE

3. This Bylaw shall come into force and effect on the final date of passing thereof.

READ a First Time this 17th day of September, **AD 2008**.


MAYOR


CHIEF ADMINISTRATIVE OFFICER

S E A L

READ a Second Time this 8th day of October, **AD 2008**.

READ a Third and Final Time this 8th day of October, **AD 2008** and finally passed by Council.


MAYOR


CHIEF ADMINISTRATIVE OFFICER

S E A L

3. It is a condition precedent to this Agreement that the JEDI Committee retain the County for the purpose of handling and controlling the funds of this Agreement; further, the JEDI Committee shall provide the County with the authority to sign all cheques and vouchers in relation to the funds of this Agreement; on performance of the said condition this Agreement shall be in force, but otherwise it shall be null and void.
4. The JEDI Committee shall not place funds received from sources other than this Agreement into accounts handled by the County, unless prior approval has been received from proper authorities of the County in letter form.
5. Further, it is also a condition precedent whereby the parties agree that any unpaid contributions owing to the JEDI Committee for the previous fiscal year shall be promptly paid to the JEDI Committee by any of the parties to this Agreement, that have such an outstanding debt to the JEDI Committee.
6. The parties agree that the fiscal year shall run from January 1 to December 31 following, regarding expenditures, operation and accounting on monies authorized under this Agreement.
7. The parties hereto, and each of them, covenant and agree that each of them shall and will, upon reasonable request of any other party, make, do execute or cause to be made, done or executed, all such further and other lawful act, deeds, things, devices and assurances whatsoever for the better and more perfect and absolute performance of the terms and conditions of this Agreement.
8. This Agreement supersedes and takes the place of any and all prior Agreements, for the purpose of promoting economic development, entered into by the parties hereto.
9. All notices referred to herein shall be given in writing and addressed to the municipalities as follows:
- SMOKY LAKE COUNTY
Box 310 Smoky Lake, AB. T0A 3C0
- TOWN OF SMOKY LAKE
Box 460 Smoky Lake, AB. T0A 3C0
- VILLAGE OF VILNA
Box 10 Vilna, AB. T0A 3L0
- VILLAGE OF WASKATENAU
Box 99 Waskatenau, AB. T0A 3P0
10. This Agreement shall remain in force for each subsequent year for the parties to this Agreement that do not give their intention, in writing to the other parties, at least 180 days prior to the 31st day of December, after the initial ~~five (5)~~ ^{three (3)} year period, to terminate their participation in this cooperative venture for the subsequent year's operation.
11. If at any time during the continuance of this Agreement, the parties hereto shall deem it necessary or expedient to make any amendment to this Agreement, may do so in writing, and must be signed by all parties; and all such amendments in such writing or letter shall be adhered to and have the same force and effect as if they had been originally embodied in and formed as part of this Agreement.

- 12. The parties, by mutual agreement in writing, may terminate this Agreement, in full or in part, at any time.
- 13. If any provision of this Agreement is found to be or deemed to be illegal or invalid, the remainder of the Agreement shall not be affected thereby.
- 14. This Agreement shall be interpreted according to the ordinary and usual meaning of the words thereof, notwithstanding any usage or custom to the contrary.
- 15. The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the Laws of the Province of Alberta.
- 16. This Agreement shall endure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto executed this document on the date first above written.

SIGNED, SEALED AND DELIVERED) SMOKY LAKE COUNTY
)
) Per: [Signature]
 _____)
 Witness) Per: [Signature]

SIGNED, SEALED AND DELIVERED) TOWN OF SMOKY LAKE
)
) Per: [Signature]
 _____)
 Witness) Per: [Signature]

SIGNED, SEALED AND DELIVERED) VILLAGE OF VILNA
)
) Per: [Signature]
 _____)
 Witness) Per: [Signature]

SIGNED, SEALED AND DELIVERED) VILLAGE OF WASKATENAU
)
) Per: [Signature]
[Signature] _____)
 Witness) Per: [Signature]