

**THIS AGREEMENT** made effective this 1st day of January, 20 14 .

**BETWEEN:**

TOWN OF TOFIELD  
Box 30  
Tofield, Alberta T0B 4J0

OF THE FIRST PART

and

VILLAGE OF RYLEY  
Box 230  
Ryley, Alberta T0B 4A0

OF THE SECOND PART

and

VILLAGE OF HOLDEN  
Box 357  
Holden, Alberta T0B 2C0

OF THE THIRD PART

and

TOWN OF VIKING  
Box 369  
Viking, Alberta T0B 4N0

OF THE FOURTH PART

and

BEAVER COUNTY  
Box 140  
Ryley, Alberta T0B 4A0

OF THE FIFTH PART

(hereinafter referred to individually as "each Municipality"  
and collectively as "the Municipalities")

**WHEREAS** by Order in Council 137/2010, dated April 29, 2010, the Lieutenant Governor in Council established the Beaver Emergency Services Commission (hereinafter referred to as “the Commission”);

**AND WHEREAS** under authority of the Beaver Emergency Services Commission Regulation, the Commission is authorized to provide fire services, and to carry out the powers and duties of the member municipalities under the *Emergency Management Act*, RSA 2000, Chapter E-6.8, and amendments thereto;

**AND WHEREAS** each Municipality has delegated its authority for the provision of fire protection and emergency management services within its municipal limits to the Commission;

**AND WHEREAS** the Municipalities have transferred ownership of Fire Fighting Equipment, Fire Trucks, and Fire Halls to the Commission;

**AND WHEREAS** the Municipalities entered into an Agreement dated April 29, 2010 to share the operating expenses of the Fire Fighting Equipment, Fire Trucks, Fire Hall, and Fire Fighters jointly used by the Municipalities, with costs to be apportioned based on parcel count, population, and usage;

**AND WHEREAS** the Municipalities wish to revise the formula by which costs are apportioned, to be based on population for the years 2014-2016;

**AND WHEREAS** the Municipalities agree to review the usage statistics over the period 2014-2016 to determine appropriate usage criteria;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants and agreements contained within this Agreement, the Municipalities hereby agree as follows:

1. The Municipalities agree that the cost-sharing contribution be changed
  - From the current formula: 1/3 population, 1/3 usage, 1/3 parcel count,
  - To: Population (per capita), based on the percentage of population within each municipality compared to the total population of all the Municipalities as determined by the latest Federal, Provincial, or Municipal census (as the case may be),

and that the impact of the adjustment in the cost-sharing contribution be phased in by way of three adjustments (more or less equal) over the period of 2014-2016.


2. The Municipalities agree that subsequent to the review of the usage statistics, the cost sharing formula may be amended to be based on:
  - 1/2 population, 1/2 usage (for 2017 and subsequent fiscal years), or the Municipalities may determine to continue with the cost sharing formula in Section 1 (population or per capita). Either option may be implemented with the consent of all parties without requiring further amendment to this Agreement.
3. (a) In any year where the actual operating costs (excluding amortization) to provide fire protection and emergency management services within the Municipalities exceed the actual revenue received by the Commission, the Commission may invoice the Municipalities for the difference (herein referred to as the "annual deficit").  
  
(b) Subject to Section 6, an annual contribution to operating reserve may form part of the annual deficit.
4. The Municipalities agree to advance payment to the Commission based on its current year budget (herein referred to as the "projected annual deficit").
5. (a) Each Municipality shall remit 75% of its share of the projected annual deficit for the current calendar year to the Commission, in three (3) equal installments, due in the months of the calendar year mutually agreed to by each Municipality and the Commission.  
  
(b) The final payment to the Commission shall be made following preparation of the Commission's audited financial statements and confirmation of the annual deficit.  
  
(c) Should the annual deficit be less than the payments made by the Municipalities as per Section 5.(a) above, the first payment to the Commission in the subsequent year shall be adjusted accordingly.
6. The Municipalities agree that no surplus funds will be paid to the Commission for operating reserve purposes until and unless the Commission has developed an operational reserve policy.
7. In addition to the annual deficit, the Municipalities agree to cost-share an annual contribution to a capital reserve, in the same manner as the annual deficit is shared, subject to preparation by the Commission of a long-term capital funding and expenditure plan.
8. Any dispute among the Municipalities regarding this agreement shall be investigated and resolved according to the following procedure:
  - a) Any Municipality who wishes to raise a dispute shall notify all other Municipalities of its dispute and its details;

- b) Within 30 days of all of the Municipalities receiving the notification of dispute, the Chief Administrative Officers (or their delegate), of all Municipalities shall meet and attempt to unanimously resolve the dispute;
  - c) If after 60 days from the date of all of the Municipalities receiving the notification of dispute, the dispute remains unresolved, two representatives from each Municipality shall meet and attempt to unanimously resolve the dispute;
  - d) If after 120 days from the date of all of the Municipalities receiving the notification of dispute, the dispute remains unresolved, the Councils from each Municipality shall meet and attempt to unanimously resolve the dispute;
  - e) Only in the event that the dispute cannot be resolved after a meeting of all of the Councils, shall the matter be referred to a single arbitrator for determination. The decision of the arbitrator shall be final and binding on all parties and the *Arbitration Act of Alberta*, as amended, shall apply to the arbitration proceedings as is necessary.
7. This Agreement shall take effect as of January 1, 2014, and shall continue in full force and effect until otherwise amended or terminated by the consent of all Municipalities operating in the Commission at the time of amendment or termination or until amended by provincial legislation or ministerial order.
8. A Municipality shall only be entitled to withdraw from this Agreement if it is dissolved or if it has withdrawn as a member of the Commission.


**IN WITNESS WHEREOF**, the parties have affixed their seals, as attested by their proper officers, duly appointed.


TOWN OF TOFIELD

  
 \_\_\_\_\_  
 Mayor

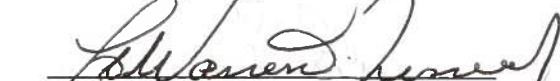
  
 \_\_\_\_\_  
 Chief Administrative Officer

TOWN OF VIKING

  
 \_\_\_\_\_  
 Mayor


  
 \_\_\_\_\_  
 Chief Administrative Officer

VILLAGE OF RYLEY

  
 \_\_\_\_\_  
 Mayor


  
 \_\_\_\_\_  
 Chief Administrative Officer

BEAVER COUNTY

  
 \_\_\_\_\_  
 Reeve

  
 \_\_\_\_\_  
 Chief Administrative Officer

VILLAGE OF HOLDEN



\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Chief Administrative Officer