

BILATERAL SERVICES AGREEMENT

BETWEEN:

THE COUNTY OF _____

- AND -

THE TOWN OF _____

WHEREAS:

The parties are municipalities under the provisions of the Municipal Government Act, R.S.A. 2000, c. M-26, and are each authorized to enter upon this agreement:

THE PARTIES ARGEE AS FOLLOWS:

Definitions

1. In this agreement
 - (a) "County" means the County of _____,
 - (b) "fees" means the fees listed in Schedule "B",
 - (c) "municipal services" means the services listed in Schedule "A",
 - (d) "Town" means the Town of _____.
2. Words defined in the Municipal Government Act, R.S.A. 2000, c. M-26, and section 28 of the Interpretation Act, R.S.A. 2000, c. I-8, have the same meaning in this agreement.

Term

3. This agreement shall be in effect from January 1, 20__ until January 1, 20__. This agreement shall automatically be renewed annually unless either party provides notice by October 1st that this agreement shall not be renewed.

Description of Services

4. The County shall provide the specified municipal services to the Town during term of this agreement.
5. Where the County provides any municipal service through the use of any agent or subcontractor such municipal service may be provided to the Town by the same agent or subcontractor. However, the use of an agent or subcontractor does not relieve the County of any of its obligations under this agreement.
6. The County shall provide all municipal services in accordance with all applicable laws.

Fees

7. The Town shall pay fees for the municipal services provided in accordance with the terms of this agreement. The County shall provide an itemized accounting of municipal services provided every 90 days. The fees are due and payable 30 days after presentation of the itemized accounting.
8. Where the County charges a user fee for any municipal service, the County may charge residents of the Town the user fee, provided that the amount of the user fee is the same as residents of the County are charged.
9. All fees are exclusive of any taxes applicable to any fees.

Arbitration

10. The parties agree that any dispute with respect to the quality, frequency or sufficiency of the municipal services shall be submitted to arbitration. The arbitrator shall be a lawyer or judge mutually designated by the parties, or where the parties cannot agree to designate an arbitrator, a lawyer or judge designated by the Minister of Municipal Affairs. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, R.S.A. 2000, c. A-43, and the decision of the arbitrator shall be binding on the parties.

Liability Management

11. The County shall maintain general liability insurance of not less than \$1,000,000 per occurrence, against any claims for personal injury, death or property damage arising out of the provision of municipal services under this agreement.
12. The County indemnifies and holds harmless the Town from any claims of any sort made against the Town arising out of the performance of this agreement or the provision of municipal services under this agreement caused by any act or omission, direct or indirect, by the County or any agent or subcontractor of the County.

General Terms

13. The agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. This agreement specifically includes the schedules to this agreement which are an integral part of this agreement. The parties may mutually amend this agreement in writing. Either party may assign this agreement with the consent of the other party.
14. If any part of the agreement is found to be invalid or not enforceable, the remainder shall remain valid and in effect.
15. Where a party waives strict compliance with any provision of this agreement, such waiver shall not be construed to be a waiver of any other provision of this agreement. The right to a remedy by arbitration may not be waived.
16. This agreement shall interpreted in accordance with the laws of Alberta and the laws of Canada in force in Alberta.
17. Time is off the essence of this agreement.

DATED at the Town of _____, this ____ day of _____, 20____.

Schedule "A"

Mandatory Services:

The County shall provide the following services:

Optional Services:

The County shall provide the following services when requested by the Town:

Discretionary Services:

The County may provide the following services if these services are provided to residents of the County and the County has additional capacity to provide such services to residents of the Town, from time to time:

Schedule "B"

The following fees apply: