

THIS AGREEMENT MADE THIS ___ day of ____, 20__

BETWEEN:

TOWN OF _____

(Herein referred to as _____)

AND

TOWN OF _____

(Herein referred to as _____)

WHEREAS the Town of _____ has operated a rescue unit consisting of a modified vehicle fitted with extrication equipment and tools and manned by personnel trained at the expense of the Town of _____ (herein referred to as the Rescue Unit);

AND WHEREAS the Rescue Unit is used primarily at motor vehicle accident sites outside the municipal boundaries of the Town of _____;

AND WHEREAS the Towns of _____, _____ and _____, the Village of _____ and the Rural Municipalities of _____, _____ and _____, being municipalities neighbouring or in close proximity to the Town of _____, wish to secure access to the Rescue Unit for the benefit of their residents for the future;

AND WHEREAS the Town of _____ requires funding in addition to local tax levies and user fees where appropriate in order to continue to operate the Rescue Unit and to set aside funds for replacement of the rescue van and equipment as necessary;

NOW THIS AGREEMENT WITNESSES:

1) **GENERAL**

In consideration of the participating municipalities= contribution to operating costs and capital replacement as provided herein, _____ covenants and agrees to continue to provide the service of the Rescue Unit upon request of the Royal Canadian Mounted Police within the boundaries of the participating municipalities and _____, _____ further agrees to provide the necessary labour, equipment and training to maintain an efficient and safe service for the term of this agreement.

2) **TERM AND RENEWAL**

The initial term of this agreement shall commence on the ___ day of _____, 20__ and continue to the ___ day of _____; 20__. At the end of the term, the parties may renew this agreement by way of execution of a renewal statement for such term as the parties deem proper.

3) **CONTRIBUTIONS - OPERATING**

During the term of this agreement, the member municipalities= representatives shall meet at least once prior to March 15 in each year, to set an operating budget. At the end of each calendar year, any operating deficit shall be prorated among _____ and the participating municipalities. Each municipality shall treat its pro-rata share of the deficit as an account payable for the year in which it was incurred, and payment shall be due to _____ within 60 days of the date of billing.

4) **BASIS OF DETERMINING PER-CAPITA CONTRIBUTION**

The per-capita operating contribution shall be determined in accordance with the populations of the member municipalities as shown in Appendix AA@ attached to and forming part of this agreement.

5) **CAPITAL RESERVE ACCOUNT**

In addition to the operating per-capita levy, each member municipality shall contribute the sum of \$___ (_____) per capita per year to a Capital Reserve Account for the purpose of replacing or upgrading the Rescue Unit and extrication equipment. The Capital Reserve Account shall have a maximum balance of \$_____, and the per-capita contribution required to bring the Capital Reserve Account to that maximum balance or to maintain it may be reduced as required in the last year of such contributions. The contributions to the Capital Reserve Account shall be due and payable by the member municipalities on or before December 31 in each calendar year of this agreement.

6) **ADMINISTRATION**

The Town of _____ shall be responsible for administering this agreement and accounting to the member municipalities. _____ shall be responsible for preparing and circulating the minutes of the annual meeting and budget, issuing bills to the member municipalities for their operating and capital contributions, and reporting to the member municipalities each September with year-to-date revenues and expenditures, and within 45 days of December 31 in each year with a year-end statement of revenues and expenditures.

7) **DONATIONS**

_____ will solicit grants or donations from service clubs and First Nations councils in the area served by the Rescue Unit, as well as from appropriate outside agencies and government departments. Unless otherwise specified by the donor, any funds generated by such solicitation shall be allocated to operating revenues.

8) **OPERATING SURPLUS**

The participating municipalities agree that any operating surplus shall be transferred to the Capital Reserve Account.

9) **REPRESENTATIVES**

_____ and the participating municipalities shall each appoint one person for the purpose of representing them at the annual budget meeting and reporting to their respective municipalities as required. The individual representative may be an elected member of council, or such other individual as the municipality may deem appropriate for such appointment.

10) **WINDING UP**

In the event that this agreement is terminated and the Rescue Unit service is discontinued, it is agreed that the Rescue Unit vehicle, extrication equipment and other assets used by the Rescue Unit shall be sold. The proceeds of such sale and the balance of the Capital Reserve Account shall then be distributed by paying the proceeds of the sale of equipment owned by _____ at the date hereof as shown on Appendix AB@ attached, to _____, and distributing the balance, after paying any current expenses and reimbursing service clubs for any donations made to the Capital Reserve Account, to all of the participating municipalities and _____ on a per-capita basis.

11) **BINDING ON SUCCESSOR COUNCILS**

This agreement is binding upon the parties hereto and their respective successors.

IN WITNESS WHEREOF the said TOWN OF _____ has caused its corporate seal to be hereunto affixed, attested to by the signatures of its proper officers in that behalf this _____ day of _____, A.D. 2008.

TOWN OF _____

by _____

(SEAL)

and _____

IN WITNESS WHEREOF the said TOWN OF _____ has caused its corporate seal to be hereunto affixed, attested to by the signatures of its proper officers in that behalf this _____ day of _____, A.D. 2008.

TOWN OF _____

by _____

(SEAL)

and _____

APPENDIX AA@

PARTICIPATING MUNICIPALITIES AND POPULATION

Name of Municipality

Population (2006 census)

Town of _____
Town of _____
Town of _____
RM of _____ No. _____
RM of _____ No. _____
RM of _____ No. _____
Town of _____
Village of _____

APPENDIX AB@

RESCUE UNIT ASSETS CURRENTLY OWNED BY THE TOWN OF ROSTHERN

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