

**REGIONAL ASSESSMENT REVIEW BOARDS AGREEMENT**

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2019

**BETWEEN:**

The City of Brooks  
(Participating Municipality) **OF THE FIRST PART**

-and-

The County of Newell  
(Participating Municipality) **OF THE SECOND PART**

-and-

The Town of Bassano  
(Participating Municipality) **OF THE THIRD PART**

-and-

The Village of Duchess  
(Participating Municipality) **OF THE FOURTH PART**

-and-

The Village Rosemary  
(Participating Municipality) **OF THE FIFTH PART**

WHEREAS the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 as amended, authorizes the establishment of Assessment Review Boards;

AND WHEREAS the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 as amended, authorizes two or more Councils to establish jointly the Assessment Review Boards to have jurisdiction in their municipalities;

AND WHEREAS the Participating Municipalities wish to jointly establish the Assessment Review Boards to have jurisdiction in their municipalities.

NOW THEREFORE the Participating Municipalities agree as follows:

**1. DEFINITIONS**

In this Agreement, unless the context provides otherwise, the following words or phrases shall have the following meanings:

- a. **"CARB"** is Composite Assessment Review Board as defined by the *Municipal Government Act* R.S.A. 2000, Chapter M – 26 as amended;
- b. **"Chair"** is the Member of the Regional Assessment Review Board(s) designated as Chair under Section 454.1(2), 454.2(2) or 455(2) of the *Municipal Government Act*;
- c. **"Chief Administrative Officer"** means the Chief Administrative Officer of a Participating Municipality regardless of any subsequent title that may be conferred on that officer by Council or statute, or his designate;
- d. **"Clerk"** is the staff person appointed by each Participating Municipality to carry out the duties of the Clerk for meetings of the Regional Assessment Review Board to hear assessment complaints on behalf of that particular Participating Municipality;
- e. **"LARB"** is Local Assessment Review Board as defined by the *Municipal Government Act* R.S.A. 2000, Chapter M – 26 as amended;
- f. **"Member"** means a member of an Assessment Review Board duly appointed by Council or the Province, in accordance with the *Municipal Government Act*, R.S.A. 2000, Chapter M – 26 as amended;
- g. **"Regional Assessment Review Boards"** are the Boards jointly appointed by the Participating Municipalities to hear appeals on tax and assessment notices established in accordance with section 454 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 as amended;
- h. **"Regional Pool"** means the group of Assessment Review Board Members duly appointed by the Councils of the Participating Municipalities.

## 2. BYLAWS

- 2.1 Each Participating Municipality shall pass a Bylaw establishing the Assessment Review Boards and authorizing the Participating Municipality to enter into this Agreement.

## 3. MEMBERS

- 3.1 The Participating Municipalities' Chief Administrative Officers will recommend potential Members for the Regional Pool to their respective Councils from which the Councils, by resolution, will appoint Members to the Regional Pool. Each Council will also jointly designate one (1) of the Members as Chair. The Member who has been jointly designated as Chair by each Participating Municipality will be responsible for convening panels for the Regional Assessment Review Boards in accordance with Section 454.11 and 454.21 of the *Municipal Government Act*.
- 3.2 The Participating Municipalities shall ensure that the Members receive the required legislated training prior to the Members carrying out their functions and duties.
- 3.3 Members will be compensated for completing the training at the rate of three hundred dollars (\$300.00) per day, reimbursed for the use of their vehicle to attend

the training at the annual rates prescribed by the Canadian Revenue Agency and reimbursed for other costs including meals and lodging at cost. These costs shall be shared equally by the Participating Municipalities.

- 3.4 Compensation and expenses for Members attending meetings of the CARB or LARB shall be as per Schedule "A". The Participating Municipality for which the CARB or LARB is sitting to hear complaints is responsible for the compensation and expenses of the Members.
- 3.5 Compensation for the Member that has been designated as Chair shall be as per Schedule "A".

#### **4. CLERKS**

- 4.1 The Participating Municipalities hereby delegate the City of Brooks to act as Administrative Coordinator of the Regional Assessment Review Boards.
- 4.2 The Administrative Coordinator shall perform the following duties:
  - a) Organize an annual Assessment Review Board Planning meeting with all Participating Municipalities;
  - b) Organize overall training for the Members; and,
  - c) Assist each Clerk with his/her duties regarding any appeal hearing within that Participating Municipality's jurisdiction, including properly worded advertisements, notice of decisions, and advice on how to obtain legal opinion or advice if required.
- 4.3 Each Participating Municipality shall appoint a Clerk(s) to the Regional Assessment Review Boards who shall perform the duties of Clerk for meetings to hear assessment complaints on assessed property in that Participating Municipality.
- 4.4 Each Participating Municipality shall ensure that the Clerk has received the required legislated training to perform the duties and functions of Clerk.
- 4.5 Each Participating Municipality shall be responsible for compensating the Clerk for the performance of the Clerk's duties.
- 4.6 Two (2) or more Participating Municipalities may enter into an agreement to jointly appoint one (1) Clerk to the Regional Assessment Review Boards.
- 4.7 The Clerk shall receive applications for hearings, ensure the applicable complaint fee has been received and shall keep the following records:
  - a) Notice of the hearing and of persons to whom it was sent;
  - b) Minutes of the hearing;
  - c) Names and addresses of those making representations at the hearing;
  - d) Copies of all written representations to the Regional Assessment Review Boards;
  - e) Decisions of the Regional Assessment Review Boards;
  - f) Reasons for the decisions of the Regional Assessment Review Boards;
  - g) Notice of the decision and of persons to whom it was sent; and,

h) Such other matters as the Regional Assessment Review Boards may direct.

## **5. TERM**

5.1 This Agreement is effective from the execution date until municipalities withdraw in accordance with Clause 6.1, to the point that only one (1) Participating Municipality remains.

## **6. TERMINATION OF AGREEMENT**

6.1 Any Participating Municipality may withdraw from this agreement at any time upon providing one hundred and eighty (180) days written notice to each of the other Participating Municipalities.

## **7. DISPUTE RESOLUTION**

7.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of the parties, be referred to either:

- a) Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of the parties; or,
- b) Arbitration – upon the agreement of the parties, be referred to a single arbitrator under the *Arbitration Act* of Alberta, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queens Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Arbitration Act* of Alberta.

## **8. INDEMNIFICATION**

8.1 The Participating Municipalities agree, to the fullest extent permitted by law, to indemnify and hold harmless the other Participating Municipalities, their officers, directors and employees against all damages, liabilities or costs arising out of matters pertaining to this agreement.

8.2 The Participating Municipalities are solely responsible for the property assessments and compliance with the outcome of the disputed property assessments within their municipality.

## **9. INSURANCE**

9.1 The Participating Municipalities agree to continuously maintain, in full force and effect, throughout the term of this agreement, a comprehensive general liability insurance policy with a limit of not less than two million dollars (\$2,000,000) per occurrence. Each Participating Municipality agrees to arrange for its insurer to provide the Administrative Coordinator of the Regional Assessment Review Board with thirty (30) days written notice of the expiry or termination of the insurance policy. Each Participating Municipality agrees to provide the Administrative Coordinator of

the Regional Assessment Review Board with a copy of the detailed insurance certificate, when requested.

## 10. NOTICES

10.1 Any notice to be given by one party to the other shall be mailed or personally delivered to the receiving party at the appropriate address shown below:

City of Brooks  
201 1<sup>st</sup> Avenue West/Box 879  
Brooks, Alberta  
T1R 0Z6

County of Newell  
PO Box 130  
Brooks, Alberta  
T1R 1B2

Town of Bassano  
PO Box 299  
Bassano, Alberta  
T0J 0B0

Village of Duchess  
PO Box 158  
Duchess, Alberta  
T0J 0Z0

Village of Rosemary  
PO Box 128  
Rosemary, Alberta  
T0J 2W0

Any party may change its address for purposes of this Agreement by providing written notice of its new address to the other parties.

## 11. FORCE MAJEURE

11.1 Each party reserves the right, at its option, either to suspend or cancel this Agreement, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the control of the parties.

## 12. SINGULAR AND MASCULINE

12.1 Words implying the singular number shall include the plural number and vice versa and words implying one gender only in this Agreement shall include all genders and words implying parties or persons in this Agreement shall include individuals, partnerships, corporations, and other entities, legal or otherwise.

## 13. GOVERNING LAW

13.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta. The Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

**14. INTERPRETATION**

14.1 The headings in the Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

**15. SUCCESSORS**

15.1 This Agreement shall inure to the benefit of and be binding upon the parties and, except as herein before provided, the successors and assigns thereof.

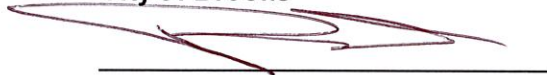
**16. ENTIRE AGREEMENT**

16.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

16.2 This Agreement should be reviewed annually by the Chief Administrative Officer's of the Participating Municipalities, or their designate, and if so reviewed that review should be undertaken and completed no later than November 30<sup>th</sup>.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

**City of Brooks**



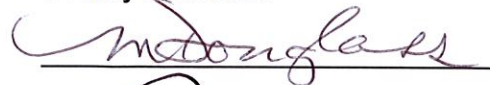
SEAL

Mayor



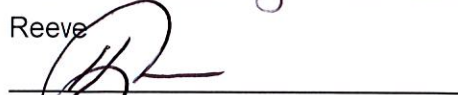
Chief Administrative Officer

**County of Newell**



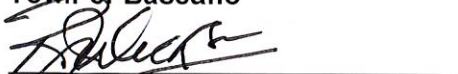
SEAL

Reeve



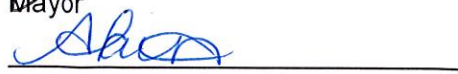
Chief Administrative Officer

**Town of Bassano**



SEAL

Mayor



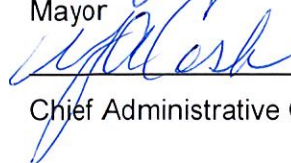
Chief Administrative Officer

SEAL

**Village of Dutchess**



Mayor



Chief Administrative Officer

SEAL

**Village of Rosemary**



Mayor



Chief Administrative Officer

Schedule "A"

Schedule of Compensation for Assessment Review Board Members

- \$75.00 Per Assessment Review Board hearing, of a duration not exceeding two (2) hours, including travel time.
- \$150.00 Per Assessment Review Board hearing, of a duration of more than two (2) hours, but less than four (4) hours, including travel time.
- \$300.00 Per Assessment Review Board hearing, of a duration exceeding four (4) hours, including travel time.
- \$ 25.00 Per Assessment Review Board hearing, related to executing the duties of the Chair.

Mileage: Mileage will be reimbursed for the use of their vehicle to attend hearings at the annual rates prescribed by the Canadian Revenue Agency.

Meals: Meals will be reimbursed at cost.