

THIS AGREEMENT made this 7th day of February, 2022

BETWEEN:

THE CITY OF GRANDE PRAIRIE
P.O. Bag 4000, 10205 - 98 Street
Grande Prairie AB T8V 6V3
(The "City")

OF THE FIRST PART

- and -

THE COUNTY OF GRANDE PRAIRIE
10001 - 84 Avenue
Clairmont AB T8X 5B2
(The "County")

OF THE SECOND PART

WHEREAS:

1. The City owns, operates, and maintains an Emergency Vehicle Preemption system supplied by EMTRAC ("System") which is installed on 82 of its signaled intersections and on 14 City emergency vehicles.
2. The County has two signaled intersections and 14 County vehicles in which the preemption technology could be installed and utilized.
3. The City agrees to assist the County in setting up their own System and connecting it with the City's.
4. The City agrees to provide programming, updates, and tech support to the entire connected system.

NOW THEREFORE IN CONSIDERATION of the mutual promises and the terms and conditions contained herein, the City and the County agree as follows:

1. The term of this Agreement ("Term") shall be five (5) years commencing on January 1, 2022.
2. The City and County will not charge a connection or system access fee to each other.
3. The City will provide technological support based on the hourly rates as per the fee schedule below.
4. The City will allow up to twenty (20) County vehicles to connect to its System.
5. The City and County agree to share preemption programming from each programmed intersection within their respective municipalities.

CITY RESPONSIBILITIES

1. After the System components are installed on County vehicles and traffic lights, the City will provide programming assistance for the two County signaled intersections and will update all vehicles with all City/County intersection programming.
2. The City will provide technological support for the duration of this agreement as per the fee schedule below which may include but is not limited to: creation of pre-emption zones, copying of zone tables between jurisdictions, troubleshooting.
3. The City is not responsible for errors that may exist within programming or faulty equipment.
4. The City is not responsible for software updates from the supplier but will attempt to install any required updates in a timely manner.
5. The City will attempt to respond to requests for technological assistance in a reasonable timeframe.

COUNTY RESPONSIBILITIES

1. The County will procure all the components necessary for the installation of their System, ensuring compatibility with the City's System.
2. The County will arrange for the installation of Vehicle Computer Units, and the installation will be done in such a manner that the pre-emption only activates in conjunction with full lights and sirens.

MISCELLANEOUS PROVISIONS

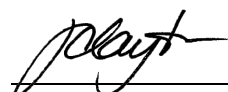
1. The County indemnifies the City against any claim arising from or related to its use of the System or any of the system’s components.
2. Any notice required under this Agreement may be delivered or sent by prepaid registered mail to the address of the party appearing on the first page of this Agreement. In the case of a postal strike or other disruption of service, personal delivery, delivery via facsimile or email shall be effective.
3. Either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party.
4. Either party may provide to the other party written notice at least sixty (60) days prior to the end of the Term to negotiate a new Agreement.
5. This Agreement shall terminate immediately in the event of bankruptcy or insolvency of either party, or if either party ceases to carry on business or a receiver is appointed of its undertaking.
6. In the event either party is in default of its respective obligations, this Agreement may be terminated by providing seven (7) days written notice.
7. In the event both parties cannot resolve a dispute under this Agreement, the provisions of the Arbitration Act (Alberta) shall apply to both parties.
8. Neither party shall supply or sell the other party’s programmed data to a third party.
9. Both parties shall maintain the confidentiality of the data provided by the other party.
10. This Agreement:
 - (a) constitutes the entire agreement between the parties;
 - (b) may only be varied by a further agreement in writing; and,
 - (c) shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Fee Schedule


<u>Regular Work Hours</u>	<u>Outside Regular Work Hours (min. 2hrs)</u>
Bucket Work (2 Techs + truck): \$250.54/hr	Bucket Work (2 Techs + truck): \$387.76/hr
Ground Work (1 Tech + pickup): \$91.27/hr	Ground Work (1 Tech + pickup): \$159.88/hr

IN WITNESS OF WHICH the parties have executed this Agreement on the date first above written.

CITY OF GRANDE PRAIRIE




 Jackie Clayton,
 Mayor




 Danielle Whiteway,
 CFO

COUNTY OF GRANDE PRAIRIE NO. 1



 Leanne Beaupre (Feb 11, 2022 14:51 MST)
 Leanne Beaupre,
 Reeve



 Julia Whittleton (Feb 11, 2022 16:43 EST)
 Joulia Whittleton,
 CAO











Traffic Signal Pre-emption Agreement with County - Jan. 31 2022


Final Audit Report

2022-02-11


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 Agreement completed.

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