



MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF GRANDE PRAIRIE NO. 1
AND
TOWN OF WEMBLEY
FOR
EXCHANGE OF ROAD MAINTENANCE RESPONSIBILITIES
FOR
TOWNSHIP ROAD 712 FROM RANGE ROAD 82 TO RANGE
ROAD 83.

MEMORANDUM OF AGREEMENT



Made and entered into as of this 2nd day of April, 2019

BETWEEN:

THE COUNTY OF GRANDE PRAIRIE

(hereinafter called the "County")

--and--

TOWN OF WEMBLEY

(hereinafter called the "Town of Wembley")

WHEREAS the Town of Wembley has direction, control and management of the following roads and is responsible for the repair and maintenance of same:

- a. Township Road 712 from Range Road 82 to Range Road 83,

(the "Roads") as illustrated in Appendix "1" attached hereto and forming part of this Agreement;

AND WHEREAS the Town of Wembley wishes to engage the County to provide snow removal and gravel road maintenance for the Roads;

AND WHEREAS the Town of Wembley agrees to be responsible for the costs associated with snow removal and gravel road maintenance on the Roads;

AND WHEREAS the Parties desire to provide for integrated and strategic planning, delivery and funding of inter-municipal road maintenance services, steward scarce resources efficiently in providing local road maintenance services and ensure they contribute funding to road maintenance services that benefit their residents; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is mutually agreed between the Parties as follows:

- I. **TERM.** The Term of this Agreement shall commence on April 2nd, 2019, and end on April 2nd, 2024, subject to earlier termination or renewal by any party pursuant to the provisions of this Agreement. At any point prior to the expiry of the Term, the parties may mutually agree in writing to extend the Term for a period not exceeding five (5) years on such terms as the parties may mutually agree to.
- II. **SERVICES.** The County shall provide or shall cause to be provided snow removal and gravel road maintenance for the Roads (the "Services"). The County shall perform or cause the Services to be performed in



accordance with and subject to the terms and conditions contained in this Agreement to a professional and workmanlike standard in accordance with all applicable Federal, Provincial and County legislation, regulations, codes, bylaws, and policies, including all regulations passed thereunder, together with industry standards. The Services performed or caused to be performed by the County shall be subject to the inspection and review by the Town of Wembley at all times, but such inspection and review shall not relieve the County from its responsibilities for the proper performance of the Services.

- III. **COMPENSATION.** The Town of Wembley shall, at the discretion of the County, provide one or more of the following to the County in consideration for the Services provided by the County to the Town of Wembley:
- a. Pay for the Services in accordance with the County of Grande Prairie schedule of fees respecting contractor rates in force from time to time;
 - b. Provide equivalent road maintenance services "in kind" within the boundaries of the County of Grande Prairie; and/or
 - c. Provide equivalent use of road maintenance equipment owned by the Town of Wembley "in kind" to be used within the boundaries of the Town of Wembley or the County of Grande Prairie.
- IV. **WORKERS COMPENSATION.** Each Party shall, at its sole cost and expense, provide and maintain Workers Compensation coverage for itself and its employees throughout the Term and shall ensure that all sub-contractors engaged to provide the Services provide and maintain Workers Compensation for themselves and their employees throughout the Term. Upon request, each Party shall provide proof satisfactory to the other Party of Workers' Compensation coverage prior to provision of Services.
- V. **SAFETY.** Each Party shall familiarize itself, its employees, and any sub-contractors engaged to provide the Services with the terms of the **Occupational Health and Safety Act** R.S.A. 2000 Chapter O-2, together with all regulations passed thereunder to ensure complete understanding respecting the responsibilities given and compliance required. Each Party acknowledges that it is and assumes all of the responsibilities and duties of the Prime Contractor as defined in the **Occupational Health and Safety Act** when performing services under this Agreement. The Parties shall, to the extent required by the **Occupational Health and Safety Act**, establish and maintain a Health and Safety system or process to ensure compliance with the Act by itself and any sub-contractors engaged to provide the Services and the County Safety Program will be the Health and Safety system or process that will dictate the Safety Training required to operate or work in proximity of the work, the safe operating procedures to be followed and the completion of Field Level Hazard Assessments and tailgate safety meetings.



- VI. **RECORDS.** Each Party shall be responsible for all maintenance and repair of its own road maintenance equipment and shall maintain written records of all maintenance and repair, which records shall be made available for inspection by the other Party upon request. Notwithstanding Division III of this Agreement, each Party shall maintain priority of use of its own equipment.
- VII. **INSURANCE.** Throughout the Term of this Agreement, each party shall take out and maintain insurance in such form and in such amounts as may be satisfactory to the other party, acting reasonably, and upon request provide the other party with written confirmation of the existence of such insurance (including but not limited to providing copies of the insurance policies). Without limiting the generality of the forgoing, the insurance shall have at least the following coverage, and contain the following terms:
- a. Commercial General Liability insurance with inclusive limits of not less than three million dollars (\$3,000,000.00) for each occurrence with an annual general aggregate, if any, of not less than four million dollars (\$4,000,000.00) insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, products and completed operations liability and shall name all employees as additional insureds;
 - b. Automobile Liability insuring against Bodily Injury, and Property Damage Liability arising from the use and operation of all vehicles owned, licensed or leased in the performance of the Services (including liability for attached equipment if not contemplated by Commercial General Liability above) with no less than a Two Million Dollars (\$2,000,000) per occurrence limit;
 - c. Any other form of insurance the parties may agree, from time to time, is reasonable including the form, amount and the insurance risks against which a prudent party under similar circumstances would insure;
 - d. The Commercial General Liability insurance shall extend to cover the contractual obligations of the insured party as stated within this Agreement, shall list the other party to this agreement as an additional insured and shall contain a cross-liability clause and no subrogation clause as against the other party to this agreement; and
 - e. All policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days' notice to the additional insured party by registered mail.



VIII. INDEMNIFICATION.

- a. **Hold Harmless.** Each party shall indemnify and hold harmless the other party together with its employees, agents, officers, representatives, elected officials and insurers from and against any and all claims, including but not limited to penalties, fines and other liabilities, damages, costs (including, without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly out of any breach of this Agreement by the indemnifying party, willful misconduct by the indemnifying party, or negligent performance by the indemnifying party of its obligations under the terms of this Agreement including anything done, permitted or omitted to be done by the indemnifying party, its officers, agents, employees and sub-contractors, whether occasioned by negligence or otherwise.

- IX. **DISPUTE RESOLUTION.** The Parties agree that their Public Works Directors, or designees, shall meet informally to resolve any disputes, including the determination of the "in kind" value to be attributed to the use of road maintenance equipment or provision of road maintenance services.. If a mutual resolution cannot be reached, the Parties shall select an independent mediator to resolve the dispute.

- X. **WITHDRAWAL.** Any party may terminate this Agreement at any time and for any reason by giving not less than sixty (60) days' written notice to the other party to that effect. On or before the effective date of termination of this Agreement, each Party shall provide the other Party with a written report detailing the Services performed pursuant to the Agreement up to and including the date of receipt of notice of termination.

XI. GENERAL PROVISIONS.

- a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- b. **Amendments.** Any modifications or amendment to this Agreement shall require a written agreement signed by both Parties.
- c. **Waiver.** The waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- d. **Notices.** All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth:



Notice to:
County of Grande Prairie
10001 – 84 Avenue
Clairmont, AB T8X 5B2

Notice to:
Town of Wembley
Box 89
Wembley, AB T0H 3S0

- e. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- f. **Counterparts.** This Agreement shall be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- g. **Effective Date.** This Agreement is effective on the date last executed by one of the Parties below.

IN WITNESS WHERE OF this Agreement has been duly executed by the parties hereto as of the date first above written.

SIGNED ON BEHALF OF

County of Grande Prairie No. 1

[Signature] Director of Public Works.
Authorized Signature, Title

[Signature]
Witness

April 2 2019.
Date Signed

SIGNED ON BEHALF OF

Town of Wembley

[Signature]
Authorized Signature, Title

[Signature]
Witness

March 26, 2019.
Date Signed



N

Legend

County Roads

Generic Surface Type

Parcels

Maintenance Area

Town Boundary

APPENDIX 1

County Public Works Department

Author: Sarah Dennis

Date: 03-January-2019

APPENDIX 1

2001 Township Council Act 107-001
Amended March 2012

NOT RESPONSIBLE FOR ERRORS OR OMISSIONS