

# **ROAD MAINTENANCE, AND MOWING AND WEED CONTROL SERVICING AGREEMENT**

**THIS AGREEMENT** made this 15<sup>th</sup> day of June A.D. 2019.

**BETWEEN:**

## **THE COUNTY OF ST. PAUL NO. 19**

A Municipal Corporation under the laws of the Province of Alberta  
(hereinafter called the "County")

OF THE FIRST PART

## **THE SUMMER VILLAGE OF HORSESHOE BAY**

A Municipal Corporation under the laws of the Province of Alberta  
(hereinafter called the "Summer Village")

OF THE SECOND PART

**WHEREAS** the Summer Village requires the services of the County for the provision of mowing, road maintenance, snow removal, and weed control services; and

**WHEREAS** the County has agreed to provide mowing, road maintenance, snow removal, and weed control services to the Summer Village; and

**WHEREAS** the County is qualified, or has in its employment, personnel qualified to provide the services contemplated herein; and

**WHEREAS** the County and Summer Village are desirous of entering into a written agreement setting forth the terms and conditions under which the County will provide the services to the Summer Village.

**NOW THEREFORE** in consideration of the mutual covenants, terms, and conditions contained herein, the parties hereto agree as follows:

### **1.0 DEFINITIONS**

1.1 In this Agreement, the following terms shall have the following meaning:

- (a) "Mowing Services" means the cutting of all grass immediately adjacent to Road Rights-of-Way in the Summer Village;
- (c) "Road Maintenance Services" includes but is not limited to road surface grading and reshaping, gravelling, surface repairs, and other related maintenance activities requested by the Summer Village from time to time;
- (d) "Road Right-of-Way" means a developed roadway shown as a road on a plan of survey that has been filed or registered with a Land Titles Office, or

that is used as a public road such as the access road to the Martin Recreation Centre, and includes a bridge forming a roadway, but does not include roadways that are not gravelled or paved;

- (e) “Snow Removal Services” includes, but is not limited to, the clearing and removal of ice and snow from Road Rights-of-Way, salting, sanding, and other related snow removal activities requested by the Summer Village from time to time; and
- (f) “Weed Control Services” means efforts to prevent the spread of noxious, prohibited noxious, or nuisance weeds and to reduce the negative effects of those weeds when they become established and an infestation occurs;

## **2.0 TERM OF AGREEMENT**

- 2.1 This agreement shall take force commencing June 15<sup>th</sup>, 2019 and remain in effect until September 30<sup>th</sup>, 2022. Amendments shall be requested in writing and forwarded to the other municipality.
- 2.2 This Agreement will automatically renew at the end of term for a further term of ten (10) years unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
- 2.3 If one party has breached an obligation under this Agreement, the other party shall give notice to the other party to correct the breach. If the breach is not corrected within fourteen (14) days of notice, the party not in breach may terminate this Agreement by further written notice to the party in breach.

## **3.0 COUNTY OBLIGATIONS**

### *Mowing and Weed Control Services*

- 3.1 The County shall supply staff and equipment to carry out Mowing and Weed Control Services on the Summer Village’s behalf.
- 3.2 The County shall mow and control weeds within the land immediately adjacent to the Road Rights-of-Way with the Summer Village to the same standard that the County performs such work on similar Road Rights-of-Way within the County.
- 3.3 The Summer Village may, from time to time, request additional Weed Control Services for infestations located outside the Summer Village’s Road Rights-of-Way.

### *Road Maintenance Services*

- 3.3 The County shall supply staff and equipment to carry out Road Maintenance Services on the Summer Village’s behalf.
- 3.4 The County shall carry out Road Maintenance Services in the Summer Village to a standard that the County performs such work on similar Road Rights-of-Way within the County.

#### *Snow Removal Services*

- 3.5 The County shall supply staff and equipment to carry out Snow Removal Services on the Summer Village's behalf.
- 3.6 The County shall carry out Snow Removal Services in the Summer Village to a standard that the County performs such work on similar Road Rights-of-Way within the County.

#### *Administrative Matters*

- 3.7 The County shall keep and maintain proper records with respect to the provision of Mowing and Weed Control Services, Road Maintenance Services, and Snow Removal Services.
- 3.8 The County shall provide the Summer Village with an invoice showing the total amount charged for services rendered and the calendar month in which the services are provided. The County may amend its rates from time to time and will notify Horseshoe Bay of these rate increases.

#### **4.0 SUMMER VILLAGE OBLIGATIONS**

- 4.1 The Summer Village shall pay the County the amount set out in each invoice within thirty (30) days of receipt.
- 4.2 The Summer Village shall inform the County as to the location of possible obstacles and obstructions, including but not limited to curbing, that must be avoided when delivering the services contemplated herein.

#### **SECTION 5 – FORCE MAJEURE**

- 5.1 The County shall not be liable to Horseshoe Bay for any failure or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen by Force Majeure. For the purposes of this Agreement, force majeure means any cause not within the control of the County including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, act of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, severely inclement weather, orders or acts of military authorities, civil disturbances, and explosions.
- 5.2 Where the County is prevented from carrying out its obligations hereunder due to force majeure, the County shall, as soon as possible, give notice of the occurrence of force majeure to Horseshoe Bay and the County shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effects of the force majeure.

## **SECTION 6 – INSURANCE**

- 6.1 The County shall ensure that all insurance coverage maintained by the County in accordance with this Agreement shall name the Summer Village as an additional insured. The County shall, upon the request of the Summer Village, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage.

## **SECTION 7 – INDEMNIFICATION**

- 7.1 The Summer Village shall indemnify and hold the County harmless from and against all claims, demands, losses, costs, damages, action, suits or proceedings by third parties including all legal fees, costs and expenses incurred by the County in defending such claims, that arise out of or are attributable to the performance of the services by the County, or the negligence of the County, except any proportion thereof which is attributable to acts or omissions of the County, its agents or employees, which constitute a breach of this Agreement, or for third party claims that arise out of or the negligence of the County, its agents or employees.

## **SECTION 8 – RATES**

- 8.1 All Road Maintenance and Snow Removal Services provided by the County to the Summer Village shall be provided at the annual rates established by the Alberta Roadbuilders and Heavy Construction Association less 20% up until September 30<sup>th</sup>, 2022. Thereafter, the service shall be provided at the full annual rates established by the Association.
- 8.2 All Mowing and Weed Control Services provided by the County to the Summer Village shall be provided at a rate of \$125.00 per hour.

## **SECTION 9 - GENERAL MATTERS**

- 9.1 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each remaining term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 9.2 Nothing contained herein shall be construed to create a relationship where one party of this Agreement becomes the agent, partner, joint venture or other legal representative of the other party and each party acknowledges and agrees that it has no authority to assume or create any obligations whatsoever, express or implied, in the name of the other party.
- 9.3 This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussion, whether oral or written of the parties and there are no general or specific warranties, representations, or other agreements by or among the parties in

connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

- 9.4 This Agreement may be altered or amended in any of its provisions when any such changes are produced in writing and signed by the parties hereto but not otherwise.
- 9.5 Written notice shall be deemed to have been received by the addressee on the date received when served by hand or courier or five (5) days after the same has been mailed in a prepaid envelope by registered mail to:

County of St. Paul No. 19  
5015-49 Avenue  
St. Paul, AB T0A 3A4

Summer Village of Horseshoe Bay  
Box 1778  
St. Paul, AB T0A 3A0

Or to such other addresses as each party may from time to time direct in writing.

**IN WITNESS WHEREOF, the County and Summer Village have executed this Agreement as evidenced by the duly authorized signatures below.**

**COUNTY OF ST. PAUL NO. 19**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
County CAO

**SUMMER VILLAGE OF HORSESHOE BAY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Summer Village CAO