

MEMORANDUM OF AGREEMENT

BETWEEN: **COUNTY OF ST. PAUL**
a municipal corporation incorporated pursuant to the laws of the
Province of Alberta, having an address at 5015 – 49 Ave.
St. Paul, Alberta, T0A 3A4

(hereinafter referred to as the “**Region**” representing the Town of Elk Point,
Town of St. Paul , and Summer Village of Horseshoe Bay, as the managing
partner for this Agreement)

OF THE FIRST PART

- and -

ACCURATE ASSESSMENT GROUP LTD.,
a body corporate duly incorporated under the laws of the
Province of Alberta, having an address at 171 Pembina Road,
Sherwood Park, Alberta T8H 2W8

(hereinafter referred to as “**AAG**”)

OF THE SECOND PART

(collectively referred to hereinafter as the “Parties”)

WHEREAS the Region wishes to enter into an Agreement with AAG for the Services as that term is hereinafter defined; and

WHEREAS AAG has agreed, subject to the terms and provisions of this Agreement, to provide the Services;

THEREFORE the Parties to this Agreement, in consideration of the mutual promises hereinafter contained, agree as follows:

1. Definitions:

- (1) **Services** means to provide the Region with GIS services as specified within this Agreement and in **Schedule “A”**, attached hereto, and the assumption of all duties and responsibilities required by any and all statutes in existence from time to time, and as specified with this Agreement.
- (2) **GIS Data** means the information contained in, produced by, and/or provided for the Region’s Geographic Information System.
- (3) **Project Start Date** means the mutually agreed upon date by which AAG will commence providing Services to the Region under the terms and conditions of this Agreement.
- (4) **Application Source Code** means any programming logic developed by AAG, developed by AAG on its own accord or commissioned at the Region’s request, to be included and/ or added to AAG’s Municipal Enterprise Solution and whose ownership is defined by Clause 7 herein.

2. The Region appoints the **Chief Administrative Officer (CAO)** or such other person as the Region may from time to time designate in writing, as its authorized representative to communicate with AAG under this Agreement.
3. AAG appoints the **President** of AAG, or such other person as AAG may from time to time designate in writing, as its authorized representative to communicate with the Region under this Agreement.
4. The consideration payable to AAG by the Region, exclusive of Goods and Services Tax, for the proper performance and provision of the Services and Software/ Hardware presented in this Agreement shall be the sum of **ONE HUNDRED THIRTY-FOUR THOUSAND, SIX HUNDRED DOLLARS (\$134,600)** excluding GST, as set out in Schedule "A", attached hereto.
5. AAG will issue invoices, to the Region on a monthly basis, or as projects are completed, for the term of the contract. The Region will pay the invoice(s) within thirty (30) days of receipt of the invoice.
6. AAG acknowledges that all data is the property of the Region, and shall be turned over to the Region upon termination of this Agreement. All sales and releases of information must be coordinated and approved by the Region.
7. The Region acknowledges that AAG's application source code remains the property of AAG and may not be modified, copied, sold, or redistributed without the written consent of AAG. Should AAG cease being a going concern (via closing of business, bankruptcy, takeover, etc...) while this or any subsequent Maintenance Agreements are in effect, the Region will be entitled to copies of the source code (for the applications it has purchased) for the purposes of maintaining and enhancing its own installed systems. Should this Agreement be terminated as per Clause 15 without any superceding clause or Agreement in its place, the Region will be entitled to continue its use of AAG's software, in its operating state at the time of termination, and will have the option of purchasing AAG's application source code for the purpose of maintaining and enhancing its own installed systems.
8. AAG, its authorized agents, employees or representatives, will not disclose or make known to any person at any time while this Agreement is in effect or at any time thereafter, any privileged matter or thing which comes to knowledge or is disclosed to AAG by reason of this Agreement, and shall retain all such knowledge as confidential unless AAG is expressly authorized by the Region in writing to disclose or make known the knowledge.
9. The Parties agree that nothing in this Agreement shall create an employment relationship between AAG and the Region or authorize or permit AAG to make any contract, agreement, warranty or representation on the Region's behalf or to incur any other obligation in the Region's name and at all times AAG, in the execution of this Agreement, shall be considered an independent contractor.
10. AAG will comply with the Workers' Compensation Act when the Act applies and shall, upon demand by the Region, deliver to the Region a certification from the Workers' Compensation Board showing that AAG is registered and is in good standing with the Board, or not withstanding the foregoing, a voluntary industry.
11. AAG shall indemnify and save harmless the Region, it's officers, employees, and agents from any and all claims, demands, actions and costs, to the extent that such claims, demands, actions and costs are attributable to a negligent act or omission of AAG, its officers, employees

or agents in the performance by AAG of this Agreement. In the event that any such claim or demand is made, the Region shall;

- (a) promptly notify AAG; and
- (b) permit AAG, if requested, to conduct and control at AAG's own expense, the defense of such claim or demand and any related settlement negotiations; and
- (c) provide all reasonable assistance to AAG, and make no prejudicial admission in respect of the defense of any such claim or demand.

Such indemnification shall survive termination or expiry of this Agreement for a period of three (3) years from the said termination or expiry.

12. The Region shall indemnify and save harmless AAG, its officers, employees, and agents from any and all claims, demands, actions and costs, to the extent that such claims, demands, actions and costs are attributable to a negligent act or omission of the Region, its officers, employees or agents in the performance by the Region of this Agreement. In the event that any such claim or demand is made, AAG shall;

- (a) promptly notify the Region; and
- (b) permit the Region, if requested, to conduct and control at the Region's own expense, the defense of such claim or demand and any related settlement negotiations; and
- (c) provide all reasonable assistance to the Region, and make no prejudicial admission in respect of the defense of any such claim or demand.

Such indemnification shall survive termination or expiry of this Agreement for a period of three (3) years from the said termination or expiry.

13. AAG shall, without limiting its obligations or liabilities herein, at its own expense provide and maintain the following insurance in a form acceptable to the Region with an insurer licensed in Alberta:

- (a) Comprehensive General Liability Insurance in the amount of not less than TWO MILLION (\$2,000,000) DOLLARS, inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof. Such insurance shall include:
 - (i) Premises, Property and Operations Liability;
 - (ii) Products and Completed Operations Liability;
 - (iii) Owner's and Contractor's Protective Liability;
 - (iv) Blanket Written Contractual Liability;
 - (v) Contingent Employer's Liability;
 - (vi) Personal Injury Liability; and
 - (vii) Liability With Respect to Non-Owned Vehicles.

Commercial General Liability policy meeting these conditions is acceptable provided that its annual aggregate is at least TWO MILLION (\$2,000,000) DOLLARS.

- (b) Automobile Liability Insurance on all vehicles owned, operated or licensed, in the name of AAG, in the amount of TWO MILLION (\$2,000,000) DOLLARS.

- (c) AAG shall provide the Region with acceptable evidence of appropriate insurance prior to the commencement of the work. All required insurance shall be endorsed to provide the Region with thirty (30) days advance notice of material change or cancellation.
14. The Parties to this Agreement may add to, delete, vary or amend any provision of this Agreement by mutual agreement in writing and any changes that are mutually agreed upon by the said Parties shall be included in and form part of this Agreement.
15. This Agreement may be terminated by either Party forthwith upon giving notice in writing to the other if the other commits any breach of any term of this Agreement and shall have failed, within sixty (60) days after the receipt of a request in writing from the other Party, to remedy the breach.
16. This Agreement shall be from May 1, 2012 to September 30, 2012 unless the Parties mutually agree in writing to extend this Agreement, on or before September 30, 2012 or this Agreement is earlier terminated by either of the Parties hereto.
17. In the event of termination pursuant to Clause (15) of this Agreement, AAG shall be entitled to compensation as provided in the Agreement for the full value of the services actually performed up to the effective date of termination of this Agreement.
18. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered, mailed by prepaid registered mail, or sent by facsimile transmission addressed to the Party to whom it is to be given at the address shown below, or such other address notified by the other Party in writing:

if to the Region at :	County of St. Paul 5015 – 49 Ave. St. Paul, Alberta T0A 3A4
to the attention of:	Sheila Kitz, Chief Administrative Officer
Facsimile #:	780-645-3104
E-mail:	skitz@county.stpaul.ab.ca

if to AAG at:	Accurate Assessment Group Ltd, 171 Pembina Road. Sherwood Park, Alberta T8H 2W8
to the attention of :	Greg Berger, President
Facsimile #:	780-417-8714
E-mail:	greg@aag-gis.com

Any notice shall:

- 1) if **delivered**, be deemed to have been given and received at the place of receipt on the date of delivery; or
- 2) if transmitted by **facsimile** transmission, to expedite matters, it must be followed by original within five (5) business days.
- 3) if **mailed**, be deemed to have been given and received at the place of receipt at the expiration of seven (7) business days after the mailing thereof. In the event of a postal disruption, such notices must either be delivered personally or sent by facsimile transmission.
- 4) if transmitted by **e-mail**, to expedite matters, it must be followed by the original, on Municipal letterhead, within five (5) business days of transmission.

19. This Agreement is non-transferable by AAG to a third party without an amending agreement being executed between the Region, AAG and the third party.

20. The Parties acknowledge that this Agreement does not constitute nor define the agreement between the Region's participants for providing the hosting infrastructure for the Regional GIS. Such an Agreement is separate to this Agreement and is made between the parties of the Region, and not with/ to AAG.

IN WITNESS WHEREOF the Region has affixed its seal under the hands of its officers authorized in that behalf this _____ day of _____, 2012.

COUNTY OF ST. PAUL
SHEILA KITZ, CHIEF ADMINISTRATIVE OFFICER

(Seal)

WITNESS

PRINT

IN WITNESS WHEREOF AAG has affixed its seal under the hands of its officers authorized in that behalf this _____ day of _____, 2012.

ACCURATE ASSESSMENT GROUP LTD.
GREG BERGER, PRESIDENT

(Seal)

WITNESS

PRINT

SCHEDULE "A"

ESTIMATED COST ALLOCATION AND DESCRIPTION OF DELIVERABLES

The deliverables of this Agreement and their estimated cost allocations are presented in the table below:

Deliverable	Town of Elk Point	Town of St. Paul	Summer Village of Horseshoe Bay	TOTAL
WebMap Regional Web Site Creation	\$ 3,000	\$ 3,830	\$ 370	\$ 7,200
WebMap Application User Interface (Incl. Mapwiz)	\$ 21,600	\$ 26,200	\$ 1,500	\$ 49,300
Municipal ePaD - Software	\$ 1,800	\$ 4,300	\$ 600	\$ 6,700
Municipal ePaD - Setup/ Configuration	\$ 3,200	\$ 3,200	\$ 1,000	\$ 7,400
Data Creation and Maintenance	\$ 11,400	\$ 12,800	\$ 800	\$ 25,000
Video Data Collection and Processing	\$ 7,000	\$ 10,500	\$ 1,600	\$ 19,100
General GIS Services	\$ 9,000	\$ 10,000	\$ 900	\$ 19,900
Sub-Total	\$ 57,000	\$ 70,830	\$ 6,770	
TOTAL	\$			134,600

All services will be provided, as required, to the Region. Request of such services shall be given to AAG within reasonable notice. All requests for services that are provided without reasonable notice will be subject to the Premium Pricing Policy stated at the end of this Schedule.

Definitions

Note that the County of St. Paul will provide the hosting infrastructure (i.e., server, storage space, Intergraph WebMap Professional GIS engine, internet/ network access, backups, security, etc...) required to install, host, and access the Region's software, as specified below. The details of the Region's hosting arrangement with the County are made in a Regional Hosting Agreement, separate to this Agreement.

Regional WebMap Site Creation: create a WebMap site containing a consolidated view of the Region's GIS data by "sewing" all of the Region's data into a single dataset. Each Regional partner will also be provided with their own dedicated WebMap site that can be used to view just that partner's GIS data.

WebMap Application User Interface (incl. MapWiz): purchase, installation and maintenance of installed GIS components including 1 new major version upgrade* and any bug fixes to existing functionality that impedes and/or interrupts the normal operation of the WebMap Professional application interface‡ and/ or MapWiz application for integration with the Region's municipal business systems.

* an upgrade is defined as the introduction/ incorporation of new standard features and functionality to the WebMap application.

‡ as more data is added to a Region's GIS and new GIS technologies become available, AAG continually updates and enhances the features and functionality of its WebMap application interface. These enhancements may include but are not limited to:

- new searching/ querying capabilities
- new data displays, managers, and thematics
- new navigation tools
- new information dialogs and data viewing windows
- display linear referenced data
- edit/ maintain linear referenced data

Via AAG's GIS Maintenance Services, the Region is entitled to, at no further cost than what is outlined above, all the new and enhanced functionality made to the WebMap application interface that is available at the time of the major version upgrade. By maintaining an ongoing GIS Maintenance Services contract, the Region is assured that the WebMap application interface component of its GIS is kept up-to-date with the latest available technologies and functionalities as utilized and developed by AAG.

Municipal Electronic Planning and Development (ePaD): An intuitive, easy-to-use web-based application, created by AAG, that acts as a one-stop location for the quick and easy entering, monitoring, and reporting of Development Permits, Land-Use Amendments and Subdivision Applications. The program purchase price will be \$1.50/parcel to a maximum of \$15,000 with annual maintenance costs equaling 20% of the original purchase price or \$500, whichever is greater. *NOTE: this price does not include any setup or implementation costs associated with entering historical information into the ePaD database (refer to below for ePaD additional services costing).

ePaD Setup/ Configuration: Provide e-PaD-related setup, implementation, and administration services (including historical data entry/ migration), as requested/ required by the Region.

Data Creation and Maintenance:

- Creation and update of the parcel map to include any parcel/ account changes (additions, modifications, deletions) to the cadastre.
- The appropriate assessment data will be exported from the CAMALot system in order to be added to the GIS. This includes: property pictures, assessment and ratepayer reports, diagrams, improvement points, market land points, and map points.
- Ownership/ Index Maps are created/ updated to include any owner or parcel changes since the last Ownership/ Index Map update. Any new features to the Region's underlying map information (i.e. roads, parcel boundaries, hydrography, etc...) are automatically added to the updated map.
- Ownership/ Index labels are created for each map update, re-labeling each parcel with the current owner. Ownership labels are used when producing printable Ownership maps and are also used in WebMap as an "Owner Label" legend entry.
- Single Line Road Network Using the National Road Network (NRN) as the base, video data will be used to verify and update the NRN to create a precision SLRN data layer. The produced data layer will also be validated using the Region's most recent ortho photography to ensure its accuracy and completeness. The SLRN will then be split into segments running intersection to intersection and then linearly

referenced from east to west or south to north (depending on the orientation of the road segment).

Video Data Collection and Processing: AAG will drive each street/road within the specified collection area(s) twice, once in each direction, collecting 1) three perspectives of digital video (~10° forward, 90° sideways, and ~30° backwards), 2) a GPS track of the VDC vehicle's movement with AAG's Video Data Collection Vehicle. Upon completion of the driving, AAG will use the video data collected to create spatial data objects (points and lines) for each above-ground infrastructure asset type as defined by the Municipality as part of this initiative. Price of Video Data Collection is \$3,000 per day (billed in ½ day increments), and includes, vehicle setup/ configuration, calibration, and operation (with expenses). Price of video data processing is based on producing 2,650 assets (Elk Point: 1,000, St. Paul: 1,500, Horseshoe Bay: 150) @ \$3.50 per asset. Example asset types include: support structures & signs, catch basins, fire hydrants, manhole covers, utility boxes, etc...

General GIS Services: – General GIS activities that are not related to a specific municipal department or departmental budget (i.e. all GIS services performed come from the same GIS services budget). Examples of General GIS Activities include:

- GIS-related phone support, office visits, and GIS-related meetings/ seminars/ conferences, as requested by the Region,
- Custom cartographic services, including map books,
- GIS-related data conversions for the purpose of importing/ exporting data for 3rd parties working for the Region, and
- Any other GIS service(s) that is(are) within the reasonable scope of the expertise of AAG.

Premium Pricing Policy

All services defined in this Schedule are subject to AAG's Premium Pricing Policy for urgent, short-notice work requests. "Urgent, short-notice work" is defined as new service/development request or any service work that has not been signed-off as "complete" and is requested to be started within 2-weeks from the date the request was made. Any work falling under this policy will be subject to a 20% price uplift being applied (upon Client acknowledgement and approval) to the Client's standard GIS Service rate and subtracted from the "General Services" budget of this Schedule accordingly.

The purpose of this Policy is to acknowledge the cost of stopping projects in progress to refocus our GIS Technician's efforts to an unplanned project thereby causing scheduled projects to be rescheduled resulting in an impact on other AAG project commitments.

Urgent, short-notice work that requires more than 1 week's worth of effort to complete may not be able to be accommodated under this policy and will be reviewed and negotiated on a case-by-case basis.

Support, maintenance, and fixing of completed work will not be subject to this Premium Pricing Policy and will be addressed as soon as commercially possible.