

THIS AGREEMENT made this day of A.D. 2012

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

and

THE SUMMER VILLAGE OF HORSESHOE BAY

a Municipal Corporation under the laws of the Province of Alberta
(hereinafter called “Horseshoe Bay”)

OF THE SECOND PART

WHEREAS Horseshoe Bay requires the services of the County in connection with the provision of snow removal services;

AND WHEREAS the County has agreed to provide snow removal services to Horseshoe Bay;

AND WHEREAS the County is qualified or has in its employment personnel qualified to provide the required services;

AND WHEREAS the County and Horseshoe Bay are desirous of entering into a written agreement setting forth the terms and conditions under which the County will provide such specified services to Horseshoe Bay;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

1. DEFINITIONS

1.1 “Developed Public Road” means land

- (i) shown as a road on a plan of survey that has been filed or registered in a Land Titles Office, or
- (ii) used as a public road, such as the Access Road to Martin Recreation Center

and includes a bridge forming part of a public road, but does not include roads that are not graveled or paved.

- 1.2 “Services” means those activities the County agrees to provide for the proper operational maintenance of the Developed Public Roads specifically limited to the activities set forth in Provision 5.1 hereto.

2. ENGAGEMENT

- 2.1 Horseshoe Bay hereby engages the County to provide Horseshoe Bay with the Services, and the County hereby agrees to provide Horseshoe Bay with the Services.

3. RATES

- 3.1 Services provided by the County to Horseshoe Bay will be provided at the rates set by Alberta Roadbuilders and Heavy Construction Association less 20%.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall remain in full force from October 1, 2012 for a period of ten (10) years or until amended or terminated by either party, provided that the party wishing to amend or terminate this agreement shall give to the other party six (6) months written notice.
- 4.2 If one party has breached an obligation under this Agreement, the other party may give notice to the party to correct the breach. If the breach is not corrected within 7 days of the notice, the party not in breach may terminate this Agreement by further written notice to the party in breach.

5. COUNTY’S OBLIGATION TO CLEAN PUBLIC ROADS IN HORSESHOE BAY

- 5.1 The County shall supply and operate snow removal equipment to removal snow and ice from the Developed Public Roads within Horseshoe Bay, all in accordance with the following provisions, collectively referred to as the “Services”.
 - (i) The County shall clear and remove snow and ice from the Developed Public Roads within Horseshoe Bay to a standard that the County performs such work to similar Developed Public roads within the County.
 - (ii) Snow and ice removal by the County shall include the delivery and application of sand to the Developed Public Roads as required.
- 5.2 The County shall keep and maintain proper records with respect to its provision of the Services.

- 5.3 The County shall in the course of providing the Services supply all necessary equipment and manpower which may be reasonably required for purposes of providing the Services.
- 5.4 The County shall provide to Horseshoe Bay a monthly invoice showing the total amount of the Services fees due and owing from Horseshoe Bay to the County pursuant to this Agreement incurred during the prior calendar month.

6. OBLIGATIONS OF HORSESHOE BAY

- 6.1 Horseshoe Bay shall pay the County the amount set out in each monthly invoice within thirty (30) days from receipt of such invoice without abatement or set off;
- 6.2 Horseshoe Bay shall maintain all business records relating to this Agreement on forms and in accordance with procedures reasonably prescribed by the County from time to time;
- 6.3 Horseshoe Bay shall be directly and fully responsible for all repairs and maintenance to the Developed Public Roads, excepting the provision of the Services provided by the County pursuant to this agreement;
- 6.4 Horseshoe Bay shall inform the County as to the location of possible obstacles and obstructions including curbing which must be avoided when removing snow and ice from Developed Public Roads.

7. FORCE MAJEURE

- 7.1 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 from "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 the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightening, storms, floods, high water, wash outs, severely inclement weather, orders or acts of military authorities, civil disturbances and explosions.
- 7.2 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 such a 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 effect of the Force Majeure.

8. GENERAL

- 8.1 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 of application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant and condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- 8.2 Nothing contained herein shall be construed to create the 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.
- 8.3 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.
- 8.4 This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

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 single registered mail to:

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

8.4.2 Summer Village of Horseshoe Bay
Box 1053
St. Paul, AB T0A 3A0

or to such other address as each party may from time to time direct in writing.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf effective the day and year first above written notwithstanding the actual date or dates of execution.

COUNTY OF ST. PAUL NO. 19

Per:

Reeve

Per:

Chief Administrative Officer

SUMMER VILLAGE OF HORSESHOE BAY

Per:

Mayor

Per:

Administrator