



MEMORANDUM OF AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20__ (the "Effective Date").

BETWEEN:

STURGEON COUNTY
9613 – 100 Street
Morinville, AB T8R 1L9
A Municipality Incorporated under the
Laws of the Province of Alberta
(Hereinafter referred to as "Sturgeon")

OF THE FIRST PART

WESTLOCK COUNTY
10336 – 106 Street
Westlock, AB T7P 2G1
A Municipality Incorporated under the
Laws of the Province of Alberta
(Hereinafter referred to as "Westlock")

OF THE SECOND PART

WHEREAS Sturgeon and Westlock have transportation requirements of mutual concern; and

WHEREAS Sturgeon and Westlock have the resources available to resolve these concerns; and

WHEREAS Sturgeon and Westlock deem it prudent and economical to enter into an agreement whereby Sturgeon will provide maintenance on a section of road located within Westlock.

THEREFORE, it is agreed by Sturgeon and Westlock as follows:

1. Subject to the terms of this Agreement, Sturgeon shall provide winter maintenance to a paved section of Range Road 235, which falls within Westlock boundaries, as more particularly outlined in Schedule A: Road Maintenance, attached and incorporated into this Agreement.
2. It is acknowledged and agreed to by Sturgeon and Westlock that road maintenance under this Agreement is limited to winter maintenance as outlined in Schedule B: Sturgeon County Snow and Ice Control Policy, attached and incorporated into this Agreement, and includes snow removal, road sanding and road salting (collectively, the "Services").

3. The costs of all Services carried out by Sturgeon under this Agreement, as outlined in Schedule C Fees, will be the responsibility of Westlock. Sturgeon shall invoice Westlock periodically for the costs incurred and Westlock shall pay such invoices within thirty days of receipt.
4. Sturgeon and Westlock agree that the level of maintenance to be provided shall be at Sturgeon's discretion, but the standard shall not be less than that provided to similar roads within Sturgeon's jurisdiction and area. Westlock reserves the right to periodically inspect Sturgeon's work under this Agreement and discuss levels of service.
5. Westlock shall indemnify and hold harmless Sturgeon, together with Sturgeon's employees, agents, officers, representatives, elected officials and insurers (the "indemnified Parties") 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 the performance or non-performance of the Services, the willful misconduct, negligence, actions or inactions of the Indemnified Parties including anything done, permitted or omitted to be done by the Indemnifying Parties (This clause shall survive this Agreement).
6. Sturgeon is an independent contractor for the purpose of this agreement and shall not be deemed to be a servant, employee or agent of Westlock. Sturgeon County shall provide all administrative support and other resources required to deliver the services unless otherwise agreed to in this Agreement.
7. It is agreed by both parties that the agreement shall be for a period of three years, commencing on the Effective Date, subject to the condition that the maintenance by Sturgeon and the payment by Westlock under this agreement shall be reviewed annually on the anniversary date of the Effective Date. In the event either municipality is not satisfied with the performance by the other municipality in the preceding year, this agreement may be terminated on THIRTY (30) days written notice to be delivered to the municipality no less than THIRTY (30) days following the review.

8. The parties acknowledge that Sturgeon is a public body subject to the provisions of the Freedom of Information and Protection of Privacy Act (Alberta) ("FOIPPA"). Records in the possession of the County, including this Agreement, related materials, and records created pursuant to it, are subject to disclosure in accordance with the provisions of FOIPPA, and such disclosure shall not constitute a violation of any confidentiality provisions contained in any agreement between the parties.

IN WITNESS WHEREOF Sturgeon County and Westlock County have executed and delivered this Agreement as of this _____ day, of _____ (month) in the year _____.

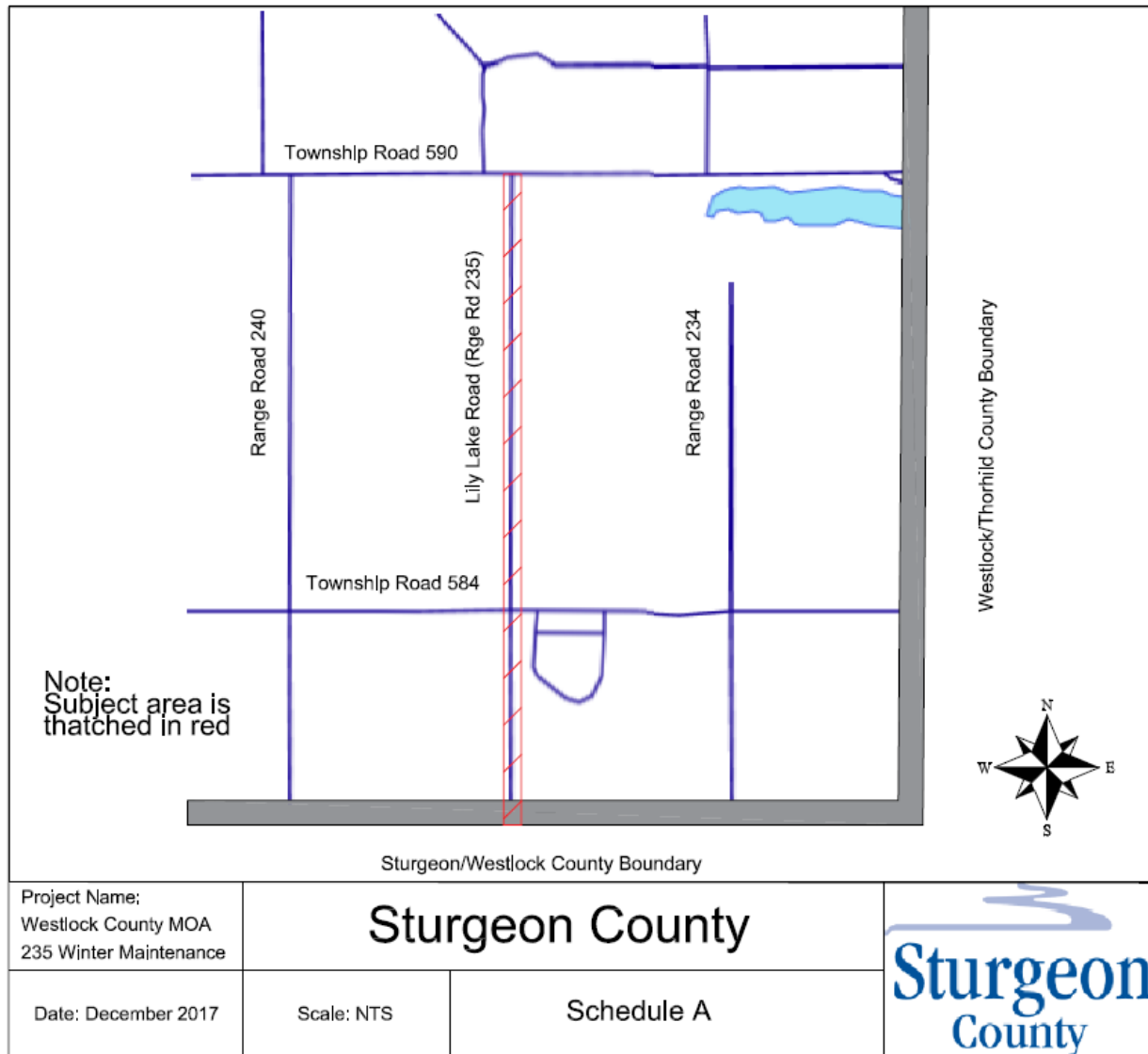
WESTLOCK COUNTY

STURGEON COUNTY

PER:

PER:

SCHEDULE A: ROAD MAINTENANCE



SCHEDULE B: Sturgeon County Snow and Ice Control Policy



Council Policy

Policy Number: *ply_SER_Snow_&_Ice_Control_2016*

Snow & Ice Control

Date Approved by Council: December 13, 2016

County Commissioner: *[Signature]*

1. Purpose

To establish defined levels of service for Snow and Ice Control that are consistently implemented and funded through Council's approved budget parameters.

2. Revision History

Approval Date	Revision Number	Modification
April 8, 2014	1.0	New
December 13, 2016	2.0	Amendments

3. Persons/Areas Affected

Transportation

4. Policy Statement

Snow and ice control on roads within the control and jurisdiction of Sturgeon County, shall be managed within specific service level standards and priorities to provide motorists with roads that are as safe as reasonably possible.

5. Definitions

Arterials, Collectors, & Local Roads - Sturgeon County's Roadway Functional Classification System as approved by Council.

Recognized Snowfall Event- an accumulation of 10 cm's or greater of uninterrupted snowfall.

Council Policy

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6. Responsibilities

Plowing operations of Paved and Gravel roads will be initiated once a recognized snowfall event has ended or as deemed necessary by Manager – Transportation Services to ensure safe and reasonable winter driving conditions.

7. Procedures

- a) Ice control on County Roads will be provided on an ongoing basis as required to maintain safe and reasonable winter driving conditions.
- b) Plowing and ice control will be completed in accordance with the following levels of service:
 - i. Paved and oiled access roads (Arterials, Collectors) will receive snow and ice control within 24 hours from the end of a recognized snowfall event;
 - ii. Other paved and oiled roads within subdivisions (Local Roads) will receive snow and ice control within 72 hours from the end of a recognized snowfall event; and
 - iii. Gravel roads (Collectors and Local Roads) and subdivisions which are serviced by graders will receive snow and ice control within 72 hours from the end of a recognized snowfall event.
- d) Sturgeon County Operations will route snow and ice control equipment in a manner which maximizes productivity and cost efficiency while ensuring road safety standards.
- e) Sturgeon County will not provide snow and ice control on closed, leased, or semi-private roads or private driveways, other than as per Policy Number TRA-GRV-1 Grading and Plowing of Driveways.
- f) Plowing of private driveways (excluding multi-lot subdivisions) will be provided only after all County roads are open at a full cost recovery, as per Sturgeon County's Fees and Charges Schedule and Sturgeon County Grading and Plowing Policy TRA-GRV-1
- g) As part of regular snow and ice control operations County equipment may leave windrows across approaches to private property. Although operators will work to mitigate the size of windrows wherever possible, it is not expected that the County will at any time remove windrows or plow the approaches.
- h) Sturgeon County will not be responsible for damages located within ditches or any area within the County road allowance which may have been landscaped or improved by the homeowner without expressed written consent of the County.



Council Policy

Policy Number: *ply_SER_Snow_&_Ice_Control_2016*

8. Cross Reference

Snow Route Map TRA-BUS-1 Bus Turn Around, TRA-GRV-1 Grading & Plowing of Driveways, TRA-PRI Private Work, Roadway Functional Classification System ENG-ROA-1

SCHEDULE C: FEES

- A \$250.00 fee will be charge for each service event. A service event is described as a single trip to conduct snow and ice control as per Schedule B, Sturgeon County Snow and Ice Control Policy.
- The fee will be subject to an annual review and shall be mutually agreed on by Sturgeon's Manager Transportation Services and Westlock's Director of Infrastructure.