



MEMORANDUM OF AGREEMENT  
BETWEEN  
COUNTY OF GRANDE PRAIRIE NO. 1  
AND  
TOWN OF SEXSMITH  
FOR  
EQUIPMENT SHARING AND/OR EXCHANGE OF ROAD  
MAINTENANCE RESPONSIBILITIES

## MEMORANDUM OF AGREEMENT



Made and entered into as of this 16<sup>TH</sup> day of APRIL, 2019

**BETWEEN:**

**THE COUNTY OF GRANDE PRAIRIE**

(hereinafter called the "County")

**--and--**

**TOWN OF SEXSMITH**

(hereinafter called the "Town of SEXSMITH")

**WHEREAS**, the County of Grande Prairie and the Town of Sexsmith are responsible to provide Public Works Services to their respective communities,

**WHEREAS**, the County of Grande Prairie and the Town of Sexsmith own various pieces of equipment to carry out that service,

**WHEREAS**, the Parties desire to be more efficient with their use and ownership of their equipment; and

**WHEREAS**, the Parties have agreed to jointly share their Equipment, subject to it availability, at an agreed hourly rate.

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

- I. **TERM.** This Agreement will be in force for a period of **5 years** from its Effective Date. This Agreement will automatically renew for subsequent one-year terms unless either Party provides the other Party written notice to withdrawal as set forth below. On or before the expiration of this Agreement.
- II. **RECORD.** Each Party shall maintain written records of all maintenance which shall be open to inspection by the other Party.
- III. **Employees and Workers' Compensation.**
  - A. The Owners of the Equipment will be responsible for the Employees Workers' Compensation.
  - B. The Safety Authority will be with the Jurisdiction (Should be with whoever is responsible for Workers Compensation) where the work is being conducted.
  - C. All workers will be orientated with the Safety Requirements of the Authority.



- IV. **Insurance.** The Parties shall maintain the following insurance coverages.
- A. **Liability Insurance.** Both Parties shall maintain liability insurance covering their use of equipment. The Parties shall name the other Party as an additional insured for purpose of liability claims that may arise under this Agreement. The Parties agree to maintain liability coverage for at least three years following the termination of this Agreement.
- V. **Indemnification.**
- A. **Hold Harmless.** Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to defend, indemnify and hold harmless other Party, and its officers, employees and agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees, which the other Party may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying Party, and its officers, employees or agents, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement shall require a Party to defend, indemnify or hold harmless the other Party for the other Party's own acts or omissions.
- VI. **Dispute Resolution.** The Parties agree that their Public Works Directors, or designees, shall meet informally to resolve any disputes. If a mutual resolution cannot be reached, the Parties shall select an independent mediator to resolve the dispute.
- VII. **Withdrawal.** A Party may withdraw from this Agreement upon one months' written notice given to the other Party. Only the governing body of a Party may decide to withdraw from this Agreement.
- VIII. **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 Sexsmith  
Box 420  
Sexsmith, AB T0H 3C0

- 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

*Shannon Baird*  
Authorized Signature, Title

*Shannon Baird*  
Witness

April 16/19  
Date Signed

**SIGNED ON BEHALF OF**

Town of Sexsmith

*Rachelle Weschner, CAG*  
Authorized Signature, Title

*Alan Guley*  
Witness

April 10, 2019  
Date Signed