

THIS AGREEMENT made effective as of the 18 day of December 2020

BETWEEN:

COUNTY OF GRANDE PRAIRIE NO. 1,
a municipal corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter referred to as "the Service Provider")

OF THE FIRST PART

- and -

TOWN OF WEMBLEY,
*a municipal corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter referred to as "the Municipality")*

OF THE SECOND PART

ASSESSMENT SERVICES CONTRACT

WHEREAS the Municipality requires an individual to carry out the duties and responsibilities of an assessor under the *Municipal Government Act* ("MGA"), R.S.A. 2000, c. M-26, as amended thereto;

AND WHEREAS the Municipality wishes to enter into an agreement with the Service Provider for the services herein described commencing January 1, 2021;

AND WHEREAS the Service Provider has agreed, subject to the terms and conditions of this Agreement, to provide the said services;

NOW THEREFORE WITNESSETH THAT in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Service Provider and the Municipality agree as follows:

1. DEFINITIONS

1.1 "Assessment Roll" shall mean the property within the Municipality which is assessed for taxation purposes.

- 1.2 **"Assessor"** shall mean an individual who is an employee or independent contractor of the Service Provider who has been appointed to carry out the duties and responsibilities of an Assessor as set out in the MGA and who meets the qualifications of an assessor as set out in the MGA and its regulations.
- 1.3 **"Minister"** shall mean the Minister as defined in the MGA.
- 1.4 **"Services"** shall mean the provision of all statutory duties of an Assessor as established by the MGA and as specified by this Agreement but does not include preparations of assessments of linear properties prepared by an assessor designated by the Minister. In particular, the Service Provider shall provide assessment services as set out in Schedule "A" attached to this Agreement.

2. SERVICE PROVIDER'S RIGHTS AND RESPONSIBILITIES

- 2.1 The Service Provider agrees to provide the Municipality with the Services commencing January 1, 2021.
- 2.2 The Service Provider shall notify the Municipality of the individual designated to perform the duties and responsibilities of Assessor for the Municipality.
- 2.3 In providing the Services, the Service Provider shall comply with the provisions of all laws, legislation and subordinate laws including the MGA and amendments thereto and shall also comply with any applicable Minister's Guidelines.
- 2.4 The Service Provider and its employees, agents or sub-contractors shall have all the expertise, knowledge and training required to skilfully and competently provide the Services.
- 2.5 The Service Provider shall hire, train, maintain, utilize and properly supervise sufficient qualified and competent Assessors to carry out the obligations and duties referred to herein.

3. MUNICIPALITY'S RESPONSIBILITY

- 3.1 Upon receiving notification from the Service Provider of the individual or any replacement individual designated to perform the duties and responsibilities of

assessor for the Municipality, the Municipality shall appoint that individual as the Assessor for the Municipality.

4. RECORDS AND INFORMATION

- 4.1 The Municipality shall provide the Service Provider with access to all records and information held by the Municipality which are necessary for the Service Provider to provide the Services. The Municipality acknowledges that it is responsible for the accuracy and completeness of the information provided to the Service Provider. The Service Provider is not responsible for errors or omissions which occur as a result of inaccurate or incomplete information.
- 4.2 The Service Provider agrees that all assessment related data shall remain the property of the Municipality and upon the expiry or termination of this Agreement, the Service Provider shall return all assessment related data to the Municipality.
- 4.3 The Service Provider agrees that any confidential information of the Municipality which may come into the possession of the Service Provider, its agents, employees or contractors, at any time during the performance of this Agreement, shall be held in strict confidence and shall not be released to any third party without the consent of the Municipality.
- 4.4 The Service Provider acknowledges that the Municipality is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* R.S.A. 2000, c. F-25, which imposes obligations upon the Municipality and its employees regarding the privacy and confidentiality and custody and control of certain records. The Municipality shall retain the exclusive right to set policy and fees for provision of information to any third party and the Service Provider shall follow any such policy and fee instructions set by the Municipality.

5. FEES AND PAYMENT

- 5.1 The Municipality shall pay to the Service Provider for the Services \$24.50 per parcel based on 782 parcels commencing in 2021 with a 2.0% increase for each of the second (2022) and the third (2023) years. The following are the amounts which shall be paid in twelve (12) equal monthly instalments in the specified years which amounts shall be due on the last day of each month.

2021	\$19,159.00
2022	\$19,542.00
2023	\$19,933.00

GST shall be paid upon each such instalment.

5.2 Any work or services which are in addition to the Services specified in this Agreement shall be performed by the Service Provider at the request of the Municipality under a separate agreement. The charge for such work shall be as agreed upon by the parties under that separate agreement.

6. EXPENSES

6.1 The Service Provider shall be solely responsible for the following:

- (a) all the mileage and automobile expenses;
- (b) all accommodation, meals and related living expenses;
- (c) any and all office and related equipment requirements, clerical support and telephone charges; and
- (d) any and all computer software and hardware requirements, relating to the performance of this Agreement.

6.2 The Municipality shall be solely responsible for the following:

- (a) the provision of all maps and aerial photographs required by the Service Provider in the performance of the Agreement;
- (b) to provide notice to all rate payers affected that the Service Provider has been retained to provide the Services;
- (c) all costs incurred as a result of brochures, advertisements and other information provided to ratepayers; and

- (d) all costs incurred by the Service Provider for searches performed at the Land Titles Office and the Corporate Registry in the performance of this Agreement.

7. TERM

- 7.1 This Agreement may be terminated by either the Service Provider or the Municipality upon giving one hundred twenty (120) days notice in writing to the other party.
- 7.2 This Agreement will expire on December 31, 2023, unless the parties mutually agree to extend the Agreement for additional year(s) at which time the parties may review and amend the terms and conditions of the Agreement.

8. NOTICES

- 8.1 Any notice required or permitted to be given to either party shall be validly given if served at the respective addresses stated below or if telecopied to the facsimile number, if any, given below. Notice served by prepaid registered mail upon either party to such addresses shall be deemed received five (5) clear business days after posting. Either party may change its address for service upon written notice to the other. The addresses for service are as follows:

- COUNTY OF GRANDE PRAIRIE NO. 1
10001 – 84 Avenue
Clairmont, AB T8X 5B2
Facsimile: (780) 539-9880
Attention: Chris Gardner - Chief Assessor

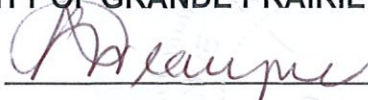
- TOWN OF WEMBLEY
Box 89
WEMBLEY AB T0H 3S0
Facsimile: (780) 766-2868
Attention: Noreen Zhang- CAO


9. GENERAL

- 9.1 This Agreement may only be amended or varied by the mutual consent of the parties, in writing.
- 9.2 Any obligations and duties which by their nature extend beyond the lapse, expiry or termination of this Agreement shall survive any lapse, expiry or termination of this Agreement and remain in effect.
- 9.3 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 9.4 The indices, article headings and section headings are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.
- 9.5 This Agreement shall be governed by the local domestic law of the Province of Alberta and each party hereto attorns to the jurisdiction of the Courts of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto, through their authorized officers, have executed this Agreement effective the date first written above.

COUNTY OF GRANDE PRAIRIE NO. 1

Per: 

Per:  (c/s)

TOWN OF WEMBLEY

Per: 

Per:  (c/s)

Schedule "A"

TERMS OF ASSESSMENT SERVICES

1. The Service Provider shall perform a complete valuation update of the Assessment Roll every year in order to adjust for market changes.
2. The Service Provider shall carry out Selective Assessment Review to maintain the equity of the Assessment Roll. Selective Assessment Review shall mean an external visual inspection of twenty-five (25%) percent of the parcels in the Municipality each year. An interior inspection will be done where a change is apparent.

Once during the term of this Agreement, the Service Provider shall do an Assessment Review of the entire Municipality. The Service Provider shall have the full discretion to determine in which year the full Assessment Review will be conducted.

3. If an assessed person appeals his/her assessment to the Assessment Review Board the Service Provider will explain the assessment, investigate problems and defend all complaints to the Assessment Review Board as well as to the Municipal Government Board. However, any legal services or advice that may be required in an appeal to the Assessment Review Board or the Municipal Government Board are the sole responsibility of the Municipality.
4. Assessment data shall be stored in an electronic system. The Service Provider shall provide the assessment data to the Municipality both in electronic form and in hard copy form. It is the sole responsibility of the Municipality to produce and deliver Assessment Notices to assessed persons in the Municipality.
5. The Service Provider will be available to answer inquiries from property owners and, if required, will meet with a property owner to review the assessment and make changes if necessary.
6. The Service Provider will, upon reasonable notice, attend open houses as requested by the Municipality.
7. The Service Provider will conduct an annual assessment in which it shall:

- (a) inspect all new construction in the Municipality which has been identified by the Municipality;
- (b) inspect all progressive properties partially constructed but not one hundred (100%) percent completed the previous year;
- (c) inspect and assess new subdivisions created during the year which have been identified by the Municipality;
- (d) provide the Municipality with a list of properties whose assessments have changed in addition to the completed assessment record;
- (e) be responsible for the updating of valuation on properties that have changes to the value but where there is no physical changes to the property. This includes zoning changes and properties that were under assessed in the past;
- (f) adjust land values when necessary to take account of street improvement such as paving, curbs, sidewalks, water and sewer;
- (g) update improvement assessments where demolition or fire has occurred on the property;
- (h) check and change coding if necessary, on properties that have had an ownership change;
- (i) work on any annexation order; and
- (j) provide the Minister with a return containing the information requested by the Minister in the form required by the Minister for the purpose of an equalized assessment.

Schedule "B"

TERMS OF GIS SERVICES

Service Providers Rights and Responsibility's:

1. The Service Provider will host, maintain and update the Municipality's data on the Service Provider's Geographical Information System (GIS). The Municipality shall be entitled to access its GIS data at any time through an internet browser-based web map.
2. GIS data updates from Land Titles and the CAMALot system are scheduled to occur bi-monthly. Updates from the Municipality's Tax System are schedule to occur three times per year. Municipality data will be sourced from the data in the Service Providers CAMALot system, the Municipality's Tax System and from Alberta Land Titles.
3. The Service Provider will ensure reasonable availability of the web map and associated data during normal working hours (0800h to 1700h). However, outages may occur for:
 - a. regular maintenance (Thursday afternoons at 1600h).
 - b. some evenings for network maintenance (no set schedule).
4. In the event of unexpected outages, the Service Provider shall communicate the outage to the Municipality as well as notify the Municipality when service is restored.
5. The Service Provider shall provide web map training to the Municipality's staff once per year.
6. The Service Provider agrees that all assessment related data shall remain the property of the Municipality and upon the expiry or termination of this Agreement, the Service Provider shall return all assessment related data to the Municipality.
7. The Service Provider agrees that all GIS related data shall remain the property of the Municipality and upon the expiry or termination of this Agreement the Service Provider shall return all GIS related data to the Municipality that is not subject to a third party licensing agreement.
8. The Service Provider acknowledges that the Municipality is subject to the provisions of the Freedom of Information and Protection of Privacy Act R.S.A, 2000, c. F-25, which imposes obligations upon the Municipality and its employees regarding the privacy and confidentiality and custody and control of certain records. The Municipality shall retain the exclusive right to set policy and fees for provision of information to any third party and the Service Provider shall follow any such policy and fee instructions set by the Municipality.

Municipality's Responsibility:

1. The Municipality is responsible for notifying the Service Provider of any errors or omissions in the data. This includes, but is not limited to, incorrect owner names, roll numbers, provincial LINC numbers or any other information that is found on the property title, stored in the Service Provider's CAMALot system or in the Municipality's tax system.
2. The Municipality is responsible for notifying the Service Provider of any service outages regarding the web map. This includes being unable to connect to the web map and missing or broken map layers.
3. The Municipality acknowledges that it is responsible for the accuracy and completeness of the information provided to the Service Provider. The Service Provider is not responsible for errors or omissions which occur as a result of inaccurate or incomplete information.