

THIS AGREEMENT made this _____ day of _____ 2020

BETWEEN:

The Corporation of the City of Kawartha Lakes
("Kawartha Lakes")

- and -

The Corporation of the County of Haliburton
("Haliburton")

Whereas Haliburton proposes to carry out winter maintenance services on Kawartha Lakes Road 503;

And whereas in order to streamline services in both a productive and cost effective manner, Haliburton and Kawartha Lakes have agreed as follows:

1. Haliburton will perform winter maintenance on Kawartha Lake Road 503, from County Road 121 easterly to the County of Peterborough boundary.
2. Haliburton shall maintain and make available as requested to Kawartha Lakes all winter maintenance documents, including patrol/inspection records and winter operation records.
3. **Term:** The term of this Agreement shall be five (5) years from November 1, 2020 to November 1, 2025. This Agreement shall automatically renew at the expiration of the term or any extension of the term for a further one-year period on the same terms and conditions unless either party provides 180 days notice in writing of its intention to terminate the Agreement at the expiration of the current term.
4. **Level of Service:** Haliburton will provide winter maintenance services to a standard which meets or exceeds provincially enacted Minimum Municipal Maintenance Standards (Ontario Regulation 239/02, as amended) during the term of this Agreement.
5. **Insurance:** Haliburton shall, at its own expense, obtain and keep in force throughout the term of this Agreement the following insurance coverage:
 - i. Commercial General Liability insurance in an amount of not less than Fifteen Million Dollars (\$15,000,000.00) inclusive per occurrence. Coverage shall include but is not limited to bodily injury, death and damage to property including loss of use thereof, products and completed operations liability, blanket contractual liability, contingent employers' liability, non-owned automobile liability and contain a cross liability and severability of interest clause. *The Corporation of the City of Kawartha Lakes*) shall be named as an additional insured on the policy;
 - ii. Standard Form Automobile Liability insurance for an amount not less than Ten Million Dollars (\$10,000,000.00) inclusive per occurrence for Third Party Liability including bodily injury, death and damage to property covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

Haliburton agrees to provide Kawartha Lakes with proof of the insurance required under this Agreement on an annual basis on or before October 1st in the form of a certificate of insurance. All policies shall be endorsed to provide Kawartha Lakes with not less than thirty (30) Days' written notice of cancellation, change or amendment restricting coverage. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. All policies shall apply as primary and not as excess of any insurance available to Kawartha Lakes.

6. **Indemnity:** The parties agree to indemnify and save the other harmless from and against any claims, actions, causes of actions, losses, injuries, costs, expenses including legal expenses, howsoever styled, attributable to their negligence in performing the services required under this Agreement at all times and throughout the term of this Agreement
7. **Authority:** The parties warrant that they have taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

8. **Scope of Work:** The lump sum price for the services is intended to cover all patrol, ploughing and material application operations. The work being carried out also includes patrol, and promptly notifying CKL of incidental winter maintenance (deficiencies), urban corner clearing, winter drainage (where wings are used to open ditches), and localized snow removal (< 20 m³ / location). Additional snow removal made necessary due to lack of road side storage capacity shall be done by Haliburton at the expense of Kawartha Lakes upon obtaining approval from Kawartha Lakes. Incidental winter maintenance normally performed by the road crews in winter, e.g. sign repair, pothole patching, debris pick-up, culvert steaming, etc., is not included and will be performed by Kawartha Lakes.
9. **Payment:** Kawartha Lakes hereby agrees to pay to Haliburton \$1,854.00 payable in two instalments. The first payment of \$742.00 is payable on or about January 1st, and the second payment of \$1,112.00 is payable on or about June 15th. These payments represent total payment for the provision of winter maintenance services. Costs shall be reviewed on an annual basis and any change in costs is only effective if reduced into writing by way of amendment to this agreement.
10. **Emergencies:** Notwithstanding anything in this Agreement, in the event of an emergency situation Kawartha Lakes shall be allowed to react to the situation which Haliburton would **otherwise be responsible**.
11. **Binding:** This Agreement shall ensure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
12. **Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written, with respect to any matters referred to in this Agreement.

IN WITNESS WHEREOF the parties by their duly authorized representatives have set forth their signatures on the dates herein written below:

Signed and sealed this _____ day of _____, 2020

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Mayor

Clerk

Signed and sealed this _____ day of _____, 2020

THE CORPORATION OF THE COUNTY OF HALIBURTON

Warden

Clerk