

SUBDIVISION AUTHORITY SERVICES AGREEMENT

BETWEEN:

FLAGSTAFF COUNTY

AND:

MUNICIPAL PLANNING SERVICES (2009) LTD.

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SUBDIVISION AUTHORITY SERVICES AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 20 ____
(the "**Effective Date**")

BETWEEN:

FLAGSTAFF COUNTY

(hereinafter called the "County")

OF THE FIRST PART

AND:

MUNICIPAL PLANNING SERVICES (2009) LTD.

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor has agreed to provide to the County the Subdivision Authority Services in accordance with the terms as set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants herein contained, the County and the Contractor covenant and agree each with the other as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) "**Act**" means the *Municipal Government Act*, c.M-26, RSA2000, plus all regulations thereto and all amendments, replacements or substitutions thereto;
- (b) "**Agreement**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (c) "**Confidential Information**" has the meaning ascribed to it in Section 5.1;
- (d) "**Subdivision Application**" means the review, evaluation, modification and ultimate approval or denial of any application for the subdivision of a parcel of land within the County's jurisdiction, pursuant to the terms of the County's Subdivision Bylaw;
- (e) "**Subdivision Authority Services**" means those Subdivision Authority Services to be provided and performed by the Contractor hereunder, as more particularly described in Schedule "A" hereto, and all other services to be provided or performed as directed by the County;
- (f) "**Subdivision Bylaw**" means the County's Subdivision Authority Bylaw, as it may be amended or replaced from time to time;

- (g) "**Subdivision Fees**" means those fees that are set by the County, in its capacity as the municipal government within the municipal boundaries of Flagstaff County, in its Subdivision Bylaw, as it may be amended, replaced or modified from time to time;
- (h) "**Term**" means the period of time commencing on the effective date of this Agreement and ending on the fifth (5th) anniversary thereof unless otherwise terminated earlier pursuant to the terms of this Agreement;
- (i) "**Work Product Information**" has the meaning ascribed to it in Section 5.5.

1.2 **Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

1.3 **Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2 - SERVICES

2.1 **Subdivision Authority Services**

The Contractor shall provide the Subdivision Authority Services upon the terms and conditions contained herein.

2.2 **Commencement and Completion of Subdivision Authority Services**

The Contractor shall provide the Subdivision Authority Services during the Term, to the County, subject always to sooner termination as provided for herein.

2.3 **Performance of Work**

The Contractor shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Subdivision Authority Services to be provided under this Agreement. All work done in performing the Subdivision Authority Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the County's directions and to the County's satisfaction;
- (c) comply with the requirements of this Agreement;
- (d) comply with the requirements of the Act;
- (e) comply with the requirements of the Subdivision Bylaw; and
- (f) be documented according to the County's requirements.

All Subdivision Authority Services provided shall be subject to such review as the County considers advisable or appropriate. No such review by the County shall relieve the Contractor from the performance of its obligations hereunder.

2.4 **Warranty of Contractor**

The Contractor represents and warrants to the County:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Subdivision Authority Services in accordance with the provisions of this Agreement;
- (b) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Subdivision Authority Services hereunder and, upon becoming aware of such, it shall immediately notify the County and provide the County with details of the nature of the law suit or circumstance; and
- (c) that the entering into of this Agreement and the performance of the Subdivision Authority Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

2.5 **Compliance with Legislation**

In performing the Subdivision Authority Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, the Act, the Subdivision Bylaw and all relevant legislation, codes, bylaws, regulations and ordinances as well as the County policies, procedures and regulations as are made known to the Contractor by the County. Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Subdivision Authority Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the Labour Relations Code, *Workers' Compensation Act*, Employment Standards Code and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the County at such times as the County may reasonably request.

2.6 **Permits and Licenses**

The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Subdivision Authority Services.

ARTICLE 3 - PERSONNEL

3.1 **No Substitution**

If specific personnel are designated by this Agreement to perform the Subdivision Authority Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the County. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the County.

3.2 **No Subcontractors**

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Subdivision Authority Services hereunder in whole or in part without the prior written consent of the County (which may be arbitrarily withheld) and on terms and conditions satisfactory the County in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Subdivision Authority Services in accordance with the provisions of this Agreement.

3.3 **Removal of Personnel**

The Contractor shall forthwith remove from performance of the Subdivision Authority Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the County including, without limitation, and such person who:

- (a) is charged with and convicted of a criminal offence;
- (b) fails, in the opinion of the County or in the opinion of the Contractor, to carry out the work required in the performance of the Subdivision Authority Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Subdivision Authority Services; or
- (c) discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the County;

and, in the case of paragraph (c), the Contractor shall restrain from any further disclosure or use of the Confidential Information. Any costs or expenses associated shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the County.

ARTICLE 4 - COMPENSATION

4.1 **Payment**

The Contractor shall be paid in accordance with the provisions of Schedule "B" (Terms of Payment), upon the diligent and timely performance of the Subdivision Authority Services to the satisfaction of the County. No payment received by the Contractor shall relieve the Contractor from the performance of its obligations hereunder.

4.2 **No Payment for Costs, Expenses or Damages**

For certainty, the Contractor bears the sole risk to ensure that its receipt of payment in Schedule "B" (Terms of Payment) is sufficient and in the event that the Contractor incurs any additional costs or expenses, the Contractor shall be solely responsible for same and shall not be entitled to any reimbursement from the County.

4.3 **Performance upon Failure of Contractor**

Upon failure of the Contractor (including any of its subcontractors) to perform any of its obligations under this Agreement the County may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the County in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum).

ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS

5.1 **Confidential Information**

The Contractor agrees that:

- (a) all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the County;
- (b) all data, information and material of a confidential nature concerning the County's business, ratepayer information, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under this Agreement;

- (c) the Work Product Information; and
- (d) any and all information or material provided to the Contractor by or on behalf of the County which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "Confidential Information") are confidential and constitute valuable and proprietary information and materials of the County and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Subdivision Authority Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1. No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the County, which consent may be arbitrarily withheld. The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the County no later than thirty (30) days after termination or expiration of this Agreement or at any earlier time upon the County's request, and shall thereafter cease all use of the Confidential Information.

5.2 **FOIPP Obligations**

The Contractor shall:

- (a) abide by all provisions in the *Freedom of Information and Protection of Privacy Act* in the course of provision of its Subdivision Authority Services pursuant to this Agreement;
- (b) forward all requested information initiated under the *Freedom of Information and Protection of Privacy Act* to the County's designated representative;
- (c) respond to any request by the County for records or to respond to any request under the *Freedom of Information and Protection of Privacy Act* as directed by the County within two (2) days of a request being received by either the Contractor or by the County;
- (d) only disclose information pursuant herein with the consent of the County; and
- (e) maintain all records in a manner acceptable to the County to comply with the terms of the *Freedom of Information and Protection of Privacy Act*.

5.3 **No Obligation to Disclose**

The County shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the County to be sensitive or confidential unless reasonably required for the performance of the Subdivision Authority Services. All data, information or material which is provided to the Contractor by the County shall be and remain the sole property of the Municipality, and shall be returned to the County immediately upon termination or expiration of this Agreement or at any earlier time upon the County's request.

5.4 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the County, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the County may have and not in derogation thereof, the County may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

5.5 **Ownership of Work Product Information**

The Contractor agrees that all works of authorship, data, surveys, maps, plans, reports, drawings and documents, developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Subdivision Authority Services either alone or jointly with others (hereinafter collectively called the "**Work Product Information**") shall be fully and promptly disclosed to the County and shall be the absolute and exclusive property of the County. The Contractor hereby assigns, transfers and conveys to the County all of its right, title and interest in and to the Work Product Information and the Contractor shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.5, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the County for any or all of the Work Product Information, in form acceptable to the County. Upon completion of the Subdivision Authority Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the County), the Work Product Information and all copies thereof shall be delivered by the Contractor to the County without demand by the County without demand by the County, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Work Product Information and to enable the County to understand, use and modify the Work Product Information without assistance. No use may be made of the Work Product Information by the Contractor other than in connection with the performance of the Subdivision Authority Services hereunder. The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the County, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Work Product Information.

5.6 **Records of Contractor**

The Contractor shall make and maintain during the Term of this Agreement, adequate and current written records of all Work Product Information, which records shall be made available to and remain the property of the County at all times, both during and after the Term of this Agreement.

ARTICLE 6 - TERMINATION

6.1 **Termination for Default**

In the event of a default by the Contractor of this Agreement, the County may give notice of such default to the Contractor. If the Grantee fails to commence to remedy such default within 30 days after receipt of such notice, and/or fails to diligently carry out such remedial activities thereafter, the County may take such steps as are appropriate to remedy such default, and the Contractor shall be liable for and shall pay all costs and expenses incurred by the County in doing so.

6.2 **Termination for Insolvency or Bankruptcy**

The County may forthwith terminate this Agreement immediately if the Contractor at any time is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Contractor, or if the Contractor ceases to carry on business in the normal course, such termination to be effective on the date such notice of termination is received

6.3 **Termination re Fees**

In the event that the County and the Contractor do not mutually agree upon the establishment of the fee structure in Schedule "B" hereof, either party may terminate this Agreement by the provision of fifteen (15) days' notice.

6.4 **Effect of Termination**

Upon termination or expiration of this Agreement:

- (a) the Contractor shall forthwith return to the County all Confidential Information in written form within its possession or control, together with all copies thereof or, at the County's written direction,

destroy all such Confidential Information and provide the County with a certificate confirming such destruction; and

- (b) no further use may be made by the Contractor of the Work Product Information or any portion thereof, for any purpose whatsoever.

6.5 **Survival of Obligations**

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

ARTICLE 7 - INDEMNITY AND INSURANCE

7.1 **Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

- (a) be liable to the County, its councillors, officials, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the County or such persons, including costs as between a solicitor and his own client full indemnity basis) which the County or such persons may pay or incur;
- (b) indemnify and hold harmless the County, its councillors, officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the County or such persons;

as a result of or in connection with:

- (c) the performance of the Subdivision Authority Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Contractor or any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; or
- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Subdivision Authority Services; or
- (g) the failure of the County to withhold any taxes or other amounts in respect of payments made to the Contractor under this Agreement; or
- (h) any suit or proceeding based on a claim that the Work Product Information or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the County shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

7.2 **Insurance**

The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- (a) comprehensive general liability insurance in respect to the Subdivision Authority Services and operations of the Contractor for bodily injury and property damage with policy limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence, with the County named as an additional insured with respect to the performance of the Subdivision Authority Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the County upon any cancellation or material change in coverage;
- (b) all risk insurance on any personal property, tools or equipment to be used in performing or providing the Subdivision Authority Services, to full replacement value;
- (c) cyber liability and privacy breach insurance providing coverage of at least One Million (\$1,000,000.00) Dollars per occurrence;
- (d) professional liability insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars per occurrence;
- (e) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Contractor is required to use a vehicle in the performance of the Subdivision Authority Services); and
- (f) any other insurance of such type and amount as may reasonably be required by the County, which may include, professional errors and omissions policy.

7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the County. Certified copies of the policies shall be provided to the County by the Contractor upon request and evidence of renewal shall be provided to the County prior to the expiry dates of the policies.

7.4 **Deductibles and Duration**

The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the aforementioned insurance for a period of no less than twenty four (24) months' after the Contractor's provision of the Subdivision Authority Services are completed or the Agreement is terminated, whichever is last to occur.

ARTICLE 8 - GENERAL

8.1 **Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

- Schedule "A" - Subdivision Authority Services
- Schedule "B" - Terms of Payment
- Schedule "C" - Additional Terms.

8.2 **Notices**

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently

given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the County to the Contractor or by the Contractor to the County.

8.3 **Assignment**

The Contractor shall not assign this Agreement or any portion thereof without the prior written consent of the County, which consent may be arbitrarily withheld. Upon any transfer or assignment by the County of this Agreement, the County shall be released from its obligations hereunder. The County may assign this Agreement in whole or in part to any person in the County's sole discretion without notice to the Contractor.

8.4 **Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the County of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the County.

8.5 **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

8.6 **No Agency**

Nothing in this Agreement, nor in any acts of the County and the Contractor pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the County and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

8.7 **Whole Agreement**

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

8.8 **Partial Invalidity**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

8.9 **Time of Essence**

Time shall be of the essence of this Agreement.

8.10 **Expiration of Time**

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Alberta, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Alberta.

8.11 **Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

8.12 **Governing Law**

This Agreement shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers.

FLAGSTAFF COUNTY

Per: _____

Per: _____

MUNICIPAL PLANNING SERVICES (2009) LTD.

Per: _____

Per: _____

SCHEDULE "A"

SUBDIVISION AUTHORITY SERVICES

The Contractor shall provide such assistance to the County act as the subdivision authority for all applications for the subdivision of a parcel of land within the County's jurisdiction, which shall include, but not be limited to:

- A. Collection of Fees** - Collect all Subdivision Fees for any Subdivision Application;
- B. Subdivision Approval** – The Contractor shall act as the County's subdivision approval authority, as mandated by the Act for any Subdivision Applications, to the same standard that a reasonably prudent operator would do so in similar circumstances. Without limiting the generality of the foregoing, the Contractor shall do the following:
- (a) Receive, open and circulate any Subdivision Applications for review and consideration;
 - (b) Prepare a report for recommendations with respect to all Subdivision Applications, to be distributed as set forth in this Schedule "A" (the "**Subdivision Report**");
 - (c) Circulate all Subdivision Reports to the County's administration for review and feedback;
 - (d) Consider all feedback from the County's administration concerning all Subdivision Reports and determine if the County's input needs to be incorporated into a revised Subdivision Report. In exercising the Contractor's discretion herein, the Contractor shall:
 - (i) In the Contractor's reasonable opinion, receive the support of the County's administration to the Subdivision Report and amend the Subdivision Report, where reasonable, to address the County's input;
 - (ii) Ensure that the final Subdivision Report is consistent with the County's statutory plans, as may be applicable at the time;
 - (iii) Ensure that the final Subdivision Report is consistent with the County's land use bylaw;
 - (iv) Ensure that the final Subdivision Report is consistent with the Act, the *Subdivision and Development Regulation* enacted pursuant to the Act and all other applicable laws;
 - (v) Discuss with the County, any decision that the Contractor makes, which decision is inconsistent with the input received from the County and will attempt to identify an alternative approach to resolution of the diverging view;
 - (e) Circulate the ultimate approval or denial of any Subdivision Application, which decision will be made in accordance with the herein terms;
 - (f) Prepare any endorsement sheet as required for any Subdivision Application that is approved of by the Contractor; and
 - (g) Perform any other tasks or duties, within such time period that a reasonably prudent subdivision authority would so provide, in similar circumstances.
- C. Subdivision and Development Appeal Board** – In the event that there is an appeal of any decision of a Subdivision Application to the County's subdivision and development appeal board, the Contractor shall attend all hearings of that particular subdivision and development appeal board, to be able to make representations and assist in that particular hearing. The County agrees and acknowledges that the Contractor's charges for performance of this particular service will be billed at \$140.00 per hour per service provided and a travel rate at \$92.40 per hour plus all disbursements respecting thereto.

SCHEDULE "B"

TERMS OF PAYMENT

As compensation for the Contractor's provision of the Subdivision Authority Services, the Contractor shall be entitled to keep, for its sole account, all Subdivision Fees that are payable pursuant to any Subdivision Application. For absolute certainty:

1. The County is not entitled to receipt of any of the Subdivision Fees and all Subdivision Fees are payable to the Contractor;
2. The Contractor and the County shall mutually agree upon the establishment and any amendments to the Subdivision Fees that are payable by any landowner who makes a Subdivision Application; and
3. The Contractor is not entitled to receive any additional compensation from the County or from any subdivision applicant, other than the subdivision applicant's payment of the Subdivision Fees for a Subdivision Application, as aforesaid.

SCHEDULE "C"

ADDITIONAL TERMS

1. The County's address for notice is:

FLAGSTAFF COUNTY
P.O. Box 358
Sedgewick, AB T0B 4C0

Telephone: 780-384-4100
Fax: 780-384-3635
Email: sarmstrong@flagstaff.ab.ca
Attention: Shelly Armstrong

2. The Contractor's address for notice is:

MUNICIPAL PLANNING SERVICES (2009) LTD.
206, 17511 – 107 Avenue
Edmonton, AB T5S 1E5

Telephone: 780-486-1991
Fax: 780-483-7326
Email: j.dauphinee@munplan.ab.ca
Attention: Jane Dauphinee

3. The following personnel of the Contractor shall perform the Subdivision Authority Services hereunder:

<u>NAME</u>	<u>TITLE</u>
Jane Dauphinee	Principal and Senior Planner
Kyle Miller	Planner
Shelly Barrett	Office Manager

and shall not be replaced or substituted for except in accordance with the provisions of Section 3.1 of the Agreement.