

MEMORADUM OF AGREEMENT

This Agreement made this _____ day of _____ A.D., 2019.

BETWEEN:

HER MAJESTY THE QUEEN, in right of the
Province of Alberta, as represented by
the Brazeau County No. 77
(hereinafter called "Brazeau")

OF THE FIRST PART

AND

(hereinafter called the "Organization")

OF THE SECOND PART

WHEREAS the Organization desires to provide clean-up services along highway ditches in the Province of Alberta;

WHEREAS Brazeau is willing to pay for clean-up services provided;

THEREFORE in consideration of the terms hereinafter named, Brazeau and the Organization agree as follows:

1. The Organization shall provide cleaning services by picking up garbage in the ditches indicated by Brazeau on _____, 2019, with weather permitting.
2. Brazeau shall reimburse the Organization a specified amount for the highway right-of-way cleaned. The Organization chooses the following area for clean-up:

3. The Organization shall be fully responsible for the activities of its workers and shall provide all transportation, supervision, safety equipment and medical/first aid service for its participating employees, members and agents.

4. The Organization shall prepare and complete an "Action and General Safety Plan" outlining the number of workers, supervisors and the planned procedures which will be followed during the clean-up campaign. A copy of the Action and General Safety Plan is to be attached to and form part of the signed agreement.
5. The Organization shall indemnify and hold harmless Brazeau, employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any Act or omission of the Organization, its employees, members or agents, in the performance by the Organization of this Agreement.
6. The Organization shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of Comprehensive or Commercial General Liability, with an insurer licensed in Alberta, in an amount not less than \$2,000,000 per occurrence (annual general aggregate, if any, not less than \$2,000,000) insuring against bodily injury, personal injury, and property damage including loss of use thereof.

Evidence of required insurance, in a form acceptable to Brazeau, shall be promptly provided to Brazeau at their request.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SIGNED AND DELIVERED
in the presence of:

Witness – Brazeau County
Organization

Sr. Officer for