

THIS AGREEMENT IS MADE THE 24th DAY OF January, 2020.

BETWEEN:

STRATHCONA COUNTY
(the "County")

-and-

TOWN OF BRUDERHEIM
(the "Town")

AS:





- A. the County has created a document titled 'Strathcona County Design and Construction Standards' (the "County D&CS") that sets out the design and construction standards for certain types of infrastructure within the County;
- B. the Town is or will soon be developing its design and construction standards for certain types of infrastructure within the Town (the "Town D&CS"), and desires to use the County D&CS to aid in the development of the Town D&CS; and
- C. The County is willing to allow the Town to use the County D&CS to aid in the development of the Town D&CS subject to the terms and conditions set out in this Agreement.

THEREFORE in consideration of the terms and conditions set out in this Agreement, the sufficiency of which is acknowledged by each party to the other, the County and the Town agree as follows:

1. Following the execution of this Agreement, the County will provide the Town an electronic copy of the County D&CS.
2. The Town may use the County D&CS to aid in the development of the Town D&CS subject to the terms and conditions set out in this Agreement.
3. The use by the Town of the County D&CS is at the sole risk of the Town, and the Town will be fully responsible for any consequences arising from such use.
4. The County does not give any warranty or representation as to the accuracy, completeness, currency, or quality of the County D&CS.
5. The County is not liable for any direct, indirect, consequential, special, or other damages or losses that may result from the use by the Town of the County D&CS.
6. The Town hereby fully releases and discharges the County, together with its elected officials, employees, representatives, agents, and contractors, both present and former (collectively the "Releasee"), of and from all manner of rights, actions, causes of action, suits, claims, debts, dues, accounts, costs, covenants, damages, and demands of every nature and kind at law or in equity which the Town, together with its successors and permitted assigns, now has, ever had, or hereafter may have against the Releasee by reason of any cause, matter, or thing whatsoever in respect of or in connection with the use by the Town of the County D&CS.

7. The Town hereby indemnifies and holds harmless the County, together with its elected officials, employees, representatives, agents, and contractors, both present and former (collectively the "Indemnified Party"), from and against any and all liability, loss, costs, damages, disbursements and expenses, (including legal, expert and consulting fees actually incurred on a solicitor and own client basis), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way based upon, occasioned by or attributable to the use by the Town of the County D&CS. The Supplier further agrees to indemnify and hold harmless the Indemnified Party for any indirect, consequential, or special damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the County, claimed or resulting from such Claims.
8. This Agreement may not be assigned by a party without the prior written consent of the other party.
9. This Agreement is binding upon the successors and permitted assigns of the Town and the County.

Executed by the County and the Town on the date first written above as follows:

TOWN OF BRUDERHEIM	STRATHCONA COUNTY
Per:  <hr/> Signature Karl L Hauch <hr/> Name Mayor <hr/> Title	Per:  <hr/> Signature Mavis Nathoo <hr/> Name Director, Legislative and Legal Services <hr/> Title
Per:  <hr/> Signature Pat Paddaborgny <hr/> Name CAO <hr/> Title Town Seal	Per:  <hr/> Signature Kevin Cole <hr/> Name Director, Transportation Planning & Engineering <hr/> Title County Seal