



Title: Custom Work		Policy No.: 26-01	<i>E</i>
Section: 03	Code: P-I	Page No.: 1 of 3	

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To establish provisions for the responsibility of Smoky Lake County in performing Custom Works to external agencies or organizations and create an understanding between the County and the applicant.
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Policy Statement and Guidelines:	
1. STATEMENT	
1.1	Custom works are not a core function of Smoky Lake County and will not take precedence over Public Works.
1.2	Smoky Lake County will be compensated for all performance of Custom Work in accordance with the Alberta Road Builders Annual Rate; unless otherwise determined by County Council; and is not to detriment of ongoing municipal operations.
1.3	Smoky Lake County will not provide custom work on Private Property. Ratepayers are encouraged to obtain the custom work services from private contractors or equipment to perform the required work. Exceptions may be authorized by Council when circumstance warrant where services or equipment may not be available to perform the requested work.
1.4	The County may enter into agreements if custom works warrants a long-term requirement with other municipalities and/or provincial / federal agencies for custom work and the rates to be charged will be in accordance with Alberta Road Builder Annual Rates.
2. OBJECTIVE	
2.1	Establishing a Policy on Custom Works ensures that municipal equipment and resources are used in a fair and equitable manner. It also serves to enhance the overall accountability and transparency of the municipality.
2.2	As such, it is the intention of Smoky Lake County to support these agencies or organizations through the provisions of maintenance services upon operational requirements and availability of resources.
2.3	A proactive approach to assist these agencies or organizations and the Municipality is with minimizing risk and claims, controlling insurance costs and ensuring that coverage is available in the future.

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Policy Statement and Guidelines:	
3. DEFINITIONS	
3.1 Custom Work:	any work undertaken by the municipality on non-County property other than a public work that is the responsibility of the municipality.
3.2 Hold harmless agreement:	Contract by which legal liability for damages of one party is assumed by the other party. One party agrees to hold the other party harmless (and usually indemnify) from the liabilities associated with the hazards of a particular activity or venture
4. GUIDELINES	
4.1	The Public Works Manager reserves the right to refuse any requests for custom work if performance of the custom works will interfere with public work projects or lack of equipment or trained operators.
4.2	No custom work will commence unless the agencies or organizations have signed an Hold Harmless Agreement , as outlined in Schedule "A" – Hold Harmless Agreement – For Use in Connection with Custom Work , which is a requirement to that the County does not expose itself to any unnecessary risk.
4.3	The County shall be compensated for all performance of Custom Work in accordance with the Alberta Road Builders Annual Rate; unless otherwise determined by County Council.
5. PROCEDURES	
5.1	Custom works shall be limited to the scope and abilities of the equipment and staff of the Public Works Department only.
5.2	The date for performing the work to be at the discretion of the Public Works Manager with excerpts as detailed below: <ul style="list-style-type: none"> ■ municipal equipment is available. ■ municipal operations are not negatively impacted. ■ those requesting the custom work sign a Hold Harmless Agreement absolving this County for any liability risk. ■ may refuse to perform the work if they deem it unsafe or unnecessary.

	Date	Resolution Number
Approved	February 20, 2014	# 251-14 - Page # 11081
Amended		
Amended		

Schedule "A"



**HOLD HARMLESS AGREEMENT
FOR USE IN CONNECTION WITH CUSTOM WORK**

This **HOLD HARMLESS AGREEMENT** is made this ____ day of _____, 201__.

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter called "the County")

AND

Name

Mailing Address

Phone Numbers: Residence Work Cellular
(hereinafter called "the Party")

LOCATION: Legal Address: _____

Date of Custom Work: _____

WHEREAS, the Party requested the following Maintenance Activity: _____ from the County and approves the County the use and access onto the property to undertaken such maintenance activity.

WHEREAS, the County is engaged in the business of providing custom work for maintenance activities and agrees to provide such a service to the Party.

NOW, THEREFORE, the party agrees to the following Terms:

1. **Hold Harmless:**

The Party shall indemnify and hold harmless the County, its Councillors, directors, officers, employees, agents and representatives and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individuals including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individual may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Party or any negligent act or omission of the Party, its directors, officers, employees, agents and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

2. **Insurance:**

The Party shall have all applicable Insurance Policies current and shall name the County as an additional named insured; and such certificates evidencing such insurance all be provided to the County, when requested.

IN WITNESS WHEREOF has hereunto set their hand and the day and year first above written.

SIGNED

Party

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SMOKY LAKE COUNTY

Per: