

Enforcement Services Agreement

Entered into this 28 day of April, 2022.

Sturgeon County
in the Province of Alberta
(Hereinafter referred to as the "County")

And

Town of Legal
in the Province of Alberta
(Hereinafter referred to as "Town")

WHEREAS, Town desires to engage the services of the County as an independent contractor to provide services as Peace Officers and the Town desires to accept the County's engagement as an independent contractor all upon terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants and agreement set forth, covenant and agree with each other as follows:

1.0 BACKGROUND

- 1.1 Peace Officer services are required by the Town in order to assist in its municipal operations.
- 1.2 The County has been asked by the Town to provide Peace Officer services.

2.0 DESCRIPTION AND SCOPE OF SERVICES

- 2.1 The County will, on behalf of the Town, supply Peace Officer services to the Town which services will include the enforcement of municipal bylaws and such provincial statutes as the Peace Officers shall be authorized to enforce. The County shall provide an enforcement vehicle and related vehicle equipment.
- 2.2 The Town will provide office space, support staff and assistance as required.

3.0 APPOINTED PEACE OFFICER

- 3.1 For the purposes of the applicable provincial legislation and municipal bylaws relating to Peace Officer services, the Town shall designate the County's Peace Officers and Animal Control Officer as it's Peace Officers as required.

Enforcement Services Agreement

- 3.2 Both the County and Town shall take all necessary steps to obtain any necessary Provincial approvals for the County to provide the services under this Contract.

4.0 LEVEL AND STANDARDS

- 4.1 The appointed Peace Officers and Animal Control Officer shall perform the required duties using independence and judgment in relation to the relevant bylaws and provincial statutes.
- 4.2 The appointed Peace Officers and Animal Control Officer will endeavor to maintain reasonable and effective enforcement of bylaws and provincial statutes in Town.
- 4.3 The County shall deal with complaints and discipline of its Peace Officers and Animal Control Officer in relation to services provided under this Agreement in accordance with the County's Bylaws and policies.

5.0 TERM

- 5.1 This agreement will come into effect upon it being signed by both parties.
- 5.2 The services to be provided under the Agreement shall be carried out between July 1, 2022 and December 31, 2025.

6.0 FEES, EXPENSES AND PAYMENTS

- 6.1 The cost of Peace Officer and Animal Control Officer services is set out in Schedule "A" which the Town agrees to pay to the County in the manner provided in Article 6.2;
- 6.2 The Town will forward, upon being invoiced by the County, on a quarterly basis (Approximately January 15, April 15, July 15 and October 15) one quarter the amount shown in Schedule "A";
- 6.3 Should the Town request additional Peace Officer and Animal Control Officer services in excess of those set out in Schedule "A", such additional work shall be charged at an hourly rate set out in Schedule "A" subject to the County agreeing to provide the service.

7.0 CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 Unless required by law, any data or other information concerning the County's Peace Officers and Animal Control Officer that is obtained by the Town shall be

Enforcement Services Agreement

treated as confidential and shall not be disclosed without prior approval by the County.

- 7.2 Unless required by law, any data or other information concerning the Town that is obtained by the County's Peace Officers and Animal Control Officer shall be treated as confidential and shall not be disclosed without prior approval by the Town.

8.0 CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

- 8.1 The Town retains control of all records created under this agreement.
- 8.2 Upon receipt of a request under the Freedom of Information and Protection of Privacy (FOIP) Act for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records responsive to the request, including without limitations any request pursuant to sections 35 or 36.
- 8.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- 8.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town's FOIP Head.
- 8.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.
- 8.6 The County will maintain the records created under this agreement in accordance with the County's Corporate Record Structure, until such time as termination of this agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

9.0 IDEMNIFICATION

- 9.1 The County's Peace Officers and Animal Control Officer will, when on assignments, comply with any safety and security regulations and procedures in effect regarding the Town's bylaws.
- 9.2 The County will indemnify and save harmless the Town against all claims, damages and expenses that relate to injury to the County's Peace Officers and Animal Control Officer while performing Peace Officer and Animal Control Officer functions

Enforcement Services Agreement

pursuant to this agreement unless such injury results from a willful or negligent act on the part of the Town, its officers, employees or agents.

9.3 The County shall not be liable for any claims or other Town action that may result from or in any way relate to the Peace Officer and Animal Control Officer services performed on behalf of the Town.

9.4 Notwithstanding 9.3 above, the Town shall not be liable for any claims or legal action that result from negligence, illegal action or inappropriate behavior on the part of the Peace Officer and Animal Control Officer whether or not the services are being performed on behalf of the Town.

10.0 TERMINATION OF CONTRACT

10.1 Either party may terminate this agreement at anytime without cause by giving notice in writing to the other party of not less than 180 days.

10.2 Upon termination, the County shall submit to the Town, an invoice for services rendered but not previously invoiced and the Town shall pay such invoice within thirty (30) days of receipt.

11.0 AMENDMENTS

11.1 This agreement may be amended solely by written agreement of both parties.

11.2 This agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.

12.0 CONTRACT RENEWAL

12.1 Contract renewals will be available subsequent to this agreement as determined by both parties.

13.0 ARBITRATION

13.1 Should a dispute arise, the County Commissioner and CAO of each municipality will determine a resolution through discussion and consensus.

14.0 BINDING

14.1 This agreement ensures to the benefit of and is binding upon the parties to this agreement and their respective successors and any assignees or the County and the Town.

Enforcement Services Agreement

15.0 REPRESENTATIVES

15.1 The representatives of the parties and the address for notices for the purpose of this agreement are as follows.

a) Sturgeon County

Representative: County Manager of Protective Services
Address: 9613 – 100 Street
Morinville, Alberta T8R 1L9

And


Town of Legal
Representative: CAO
Address: Box 390
Legal, AB T0G 1L0

16.0 SIGNATURES

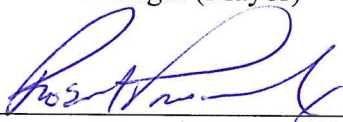
16.1 This agreement is executed by the parties as of the date shown on the first page of this agreement.




Town of Legal (Mayor)



Sturgeon County (Mayor)



Town of Legal (CAO)



Sturgeon County (CAO)

Enforcement Services Agreement

Schedule A

1. Effective January 1, 2022, the fee schedule will be based on providing 52 weeks of service at one (7.0 Hour Day) per week.
 - July 1, 2022 to December 31, 2022 @ \$113.24 /hr.....\$41,219.36
 - January 1, 2023 to December 31, 2023 @ \$115.50/hr.....\$42,042.00
 - January 1, 2024 to December 31, 2024 @ \$117.81/hr.....\$42,882.84
 - January 1, 2025 to December 31, 2025 @ \$120.17/hr.....\$43,741.88
2. Overtime Services, overtime rates after a regular seven (7) hours shift will be charged out at time and a half rate.
3. Commencing on January 1, 2023, the second year of this agreement hourly fees and overtime rates shall increase by two (2) percent or Consumer Price Index (CPI) whichever is greater.
4. Commencing on January 1, 2024, the third year of this agreement hourly fees and overtime rates shall increase by two (2) percent or CPI whichever is greater.
5. Commencing on January 1, 2025, the fourth year of this agreement hourly fees and overtime rates shall increase by two (2) percent or CPI whichever is greater.

Note: Consumer Price Index means the annual Edmonton Consumer Price Index (CPI) for "all goods", as calculated by Statistics Canada for the most recent one-year period as of September 1 of the previous year.