

TOWN WEED INSPECTION  
SERVICE AGREEMENT

BETWEEN:

THE TOWN OF SEXSMITH, a body corporate, having its office in the Town of  
SEXSMITH, in the Province of Alberta  
(hereinafter called the 'Town') OF THE FIRST PART

And

THE COUNTY OF GRANDE PRAIRIE NO. 1, a body corporate, having its office in the  
County of Grande Prairie, in the Province of Alberta  
(hereinafter called the 'County') OF THE SECOND PART

This agreement made in duplicate this 11 day of April, 2022

WHEREAS Section 7(1) of the *Weed Control Act of Alberta* states "A local authority shall appoint inspectors to enforce and monitor compliance with this Act within the municipality",

AND WHEREEAS Section 9 of the *Weed Control Act of Alberta* states "An inspector appointed by a municipality may, with the consent of the local authority of another municipality, enforce and monitor compliance with this Act within the other municipality",

AND WHEREAS The Town and the County (hereinafter called the municipalities) have agreed to enter into an agreement for the provision of town weed inspection services

THEREFORE, THIS AGREEMENT WITNESSES:

1. ASSUMPTION OF AUTHORITY:

1.1 The County shall be the unit authority for the operation and administration of weed inspection on behalf of the municipalities.

1.2 At the end of November of each year, the County shall provide an invoice for the town, as per the charges in the County Schedule of Fees, and including an administration fee of 11%.

1.3 Notices will be issued as required. Should the individual fail to comply with the Notice, and enforcement become necessary, the Town shall be notified, and subsequently provided with the bill for service, which will be due in 30 days. As per Section 4 of the *Weed Control Act of Alberta*: A local authority may then recover the debt due from any person who is given a debt recovery notice in either or both of the following manners:

- (a) In the same manner as property taxes against land to which the inspector's notice or local authority's notice relates;
- (b) By filing a certificate with the clerk of the Court of Queen's Bench at any judicial district certifying the amount owing

1.4 Should the individual appeal the Weed Notice, the County of Grande Prairie Weed Notice Appeal Board shall preside over the appeal, following the *Weed Control Act of Alberta*.

2. DUTIES AND RESPONSIBILITIES:

2.1 The Agricultural Fieldman shall recommend Inspectors to be appointed by the Town annually, for the purpose of providing weed inspection services. The Agricultural Fieldman, by virtue of their position, shall be considered a weed inspector for the municipality, not requiring annual appointment.

2.2 The Town shall appoint recommended Inspectors annually and provide the Agricultural Fieldman with the date and motion number confirming appointment.

2.3 The Town shall assist with lot ownership information as required by the Inspector.

2.4 The Inspector shall advise the Town Office when they are in the Town for inspection purposes.

2.5 Complaints regarding weeds in the Town shall be forwarded to the County Agriculture Department for follow-up.

2.6 The appointed Inspectors shall provide weed inspection services in accordance with the *Weed Control Act* and County policy.

2.7 The County shall provide to the town a written summary of weed inspection activities in the Town at the end of each month. A final written report summarizing all weed inspection activities in the town for the year will be provided no later than December 31<sup>st</sup> of each year.

2.8 The hiring of staff members shall be in accordance with County policy.

2.9 The County Agricultural Fieldman shall report to the municipalities as requested.

### 3. GENERAL

**3.1 This agreement shall inure to the benefit of and be binding upon the Parties hereto, effective April 30, 2022 and continuing until December 31, 2024**

3.2 Either party proposing to withdraw from this agreement must give at least 60 days written notice of its intent to do so to the Councils of the participating municipalities.

3.3 Upon dissolution of the Town Weed Inspecting Agreement, the Town then assumes all responsibility for weed inspection within their municipality as required by law under the *Weed Control Act* of Alberta.

### 4. OWNERSHIP AND CONFIDENTIALITY OF RECORDS

4.1 All records shall be under the custody and control of the County so long as this agreement is in effect

4.2 All records shall be managed in accordance with the Freedom of Information and Protection of Privacy Act

5.3 Any request for information regarding records in custody of the County, shall be directed to the County.

5.4 All records in the custody of the County shall be maintained by the County to ensure that the records are housed securely and the confidentiality of the information they contain is maintained. All information contained within the records shall be used by the Agency in a manner consistent with the purposes for which the information was created.

5.5 Upon dissolution of this agreement, the following records shall be transferred to the Town:


5.5.1 Weed Inspection Reports, Complaint Inspection Reports, Notices

5.5.2 Other administrative records as mutually agreed to

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals attested under the hands of their proper officers, in that behalf, on the day and year first above written:

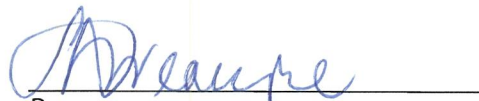
TOWN OF SEXSMITH

  
Chief Administrative Officer

  
Mayor

COUNTY OF GRANDE PRAIRIE  
NO. 1

  
Chief Administrative Officer

  
Reeve