THIS AGREEMENT made effective as of the ___17th___ day of ___November___ 2023.

BETWEEN:

COUNTY OF GRANDE PRAIRIE NO. 1,
a municipal corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter referred to as "the Service Provider")

OF THE FIRST PART

- and -

SADDLE HILLS COUNTY
a municipal corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter referred to as "the Municipality")

OF THE SECOND PART

REGIONAL ENFORCEMENT SERVICES OCCURRENCES REPORTING USE AGREEMENT

WHEREAS the Municipality requires a system to record information about the activities of Peace Officers in accordance with the *Peace Officer Act, S.A. 2006, C.P-3.5, as amended, Regulations and Justice and Solicitor General Policy;*

AND WHEREAS the Municipality wishes to enter into an agreement with the Service Provider for the services herein described commencing the date the agreement is signed and ratified;

AND WHEREAS the Service Provider has agreed, subject to the terms and conditions of this Agreement, to provide the said services;

NOW THEREFORE WITNESSETH THAT in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Service Provider and the Municipality agree as follows:

1.   DEFINITIONS

1.1   **"ArcGIS"** Shall mean software provided by Esri to perform the functions of geographic information systems (GIS).

1.2   **"Active Directory"** shall mean software provided by Microsoft or other providers to validate the identity of system users.

1.3   **"Beta Testing"** shall mean a phase of software testing when most critical bugs are resolved and feedback from day-to-day users is required.

1.4   **"Bug Fix"** shall mean any changes made to the code of Occurrences that corrects reported issues

1.5   **"Minister"** shall mean the Minister as defined in the Peace Officer Act.

1.6   **"Occurrences"** shall mean the web based system for recording information about Peace Officer activities including Occurrences, tickets, time tracking, call log and reporting.

1.7   **"Peace Officer"** shall mean a Peace Officer as defined in the Peace Officer Act.

1.8   **"Services"** shall mean the provision of all online software to facilitate the tracking of cases, tickets, call logs, and other required items while completing the duties of a Peace Officer as established by the Peace Officer Act and as specified by this Agreement. In particular, the Service Provider shall provide technical services as set out in Schedule "A" attached to this Agreement.

1.9   **"Significant Feature"** shall mean any single feature request that takes over four (4) hours work to get to a Beta Testing state or which has a noticeable impact to existing workflows.

1.10   **"User"** Shall mean any individual that can be shown to have used the system by entering information for fourteen (14) or more days in the rolling twelve (12) month period.

2. SERVICE PROVIDER'S RIGHTS AND RESPONSIBILITIES

2.1   This Agreement shall be effective as of the date of signing and ratification, and shall be ongoing, unless terminated in accordance with the terms hereof. Service Provider and Municipality reserve the right to review this agreement quarterly.

2.3   In providing the Services, the Service Provider shall comply with the provisions of all laws, legislation and subordinate laws including Peace Officer Act and Regulations and amendments thereto, and shall also comply with any applicable Minister's Guidelines.

2.4   The Service Provider and its employees, agents or sub-contractors shall have all the expertise, knowledge and training required to skillfully and competently provide the Services.

2.5   The Service Provider shall hire, train, maintain, utilize and properly supervise sufficient qualified and competent employees members to carry out the obligations and duties referred to herein.

2.6   While the Service Provider shall make best efforts to ensure service levels are maintained as set out in Schedule "A", in the event of an interruption in services or any downtime, outage system failure or other failure by the Service Provider to provide the Services, the Service Provider shall not be liable for any indirect or consequential losses, or for any loss of use or loss of productivity, and the Municipality's sole remedy for any such failure shall be a right to terminate this Agreement in the event of any ongoing failure.

3. MUNICIPALITY'S RESPONSIBILITY

3.1   Provide appropriate equipment and connectivity to access Occurrences.

3.2   Provide training and basic troubleshooting of Occurrences to their employees.

3.3   Supply Service Provider with appropriate access to the Municipality's Active Directory or other identity service is required, if the feature is enabled.

3.4   Supply Service Provider with appropriate access to the Municipality's ArcGIS and location information, if the location feature is enabled.

3.5   The Municipality will respond within five (5) business days to requests for feedback for feature enhancements or Beta Testing opportunities.

4.   RECORDS AND INFORMATION

4.1   The Municipality shall provide the Service Provider with access to all records and information held by the Municipality which are necessary for the Service Provider to provide the Services. The Municipality acknowledges that it is responsible for the accuracy and completeness of the information provided to the Service Provider. The Service Provider is not responsible for errors or omissions which occur as a result of inaccurate or incomplete information.

4.2   The Service Provider agrees that all Occurrences related data shall remain the property of the Municipality and upon the termination of this Agreement, the Service Provider shall return all Occurrences related data to the Municipality.

4.3   The Service Provider agrees that any confidential information of the Municipality which may come into the possession of the Service Provider, its agents, employees or contractors, at any time during the performance of this Agreement, shall be held in strict confidence and shall not be released to any third party without the consent of the Municipality.

4.4   The Service Provider acknowledges that the Municipality and the Service Provider are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* R.S.A. 2000, c. F-25 ("FOIPP"), which imposes obligations upon the Municipality and the Service Provider and their employees regarding the privacy and confidentiality and custody and control of certain records. The Municipality shall retain the exclusive right to set policy and fees for provision of information to any third party and the Service Provider shall follow any such policy and fee instructions set by the Municipality, and may transfer any requests for access to records it receives relating to records under this Agreement to the Municipality pursuant to sections 15 and 37 of FOIPP.

4.5   All information shall be stored in a safe and secure environment.

5. FEES AND PAYMENT

5.1 The Municipality shall pay to the Service Provider for the Services at the rate of $600 per month which includes:

- Five (5) users; each additional user cost is $200/year
- Five (5) support hours per month. Any overage or out of scope service cost is $100/hr
- Access to saddlehills.occurrences.ca, related security certificates, storage, and system administration.
- Services as detailed in Schedule "A"

GST shall be paid upon each such instalment and is over and above the fees and rates defined in section 5.1.

5.2 Any work or services which are in addition to the Services specified in this Agreement shall be performed by the Service Provider at the request of the Municipality under a separate agreement. The charge for such work shall be as agreed upon by the parties under that separate agreement.

6. EXPENSES

6.1 The Service Provider shall be solely responsible for the following:

(a) Any and all of the Service Provider employees, office and related equipment requirements, clerical support and telephone charges; and

(b) Any and all of the Service Provider computer software and hardware requirements, relating to the performance of this Agreement.

6.2 The Municipality shall be solely responsible for the following:

(a) Any feature enhancements that are not agreed upon by the majority of the partners in Occurrences.

(b) For any expenses related to site visits by the Service Provider, travel rates of $0.60 per kilometre will apply.

(c)   Any expenses related to maintaining the Municipality's systems to remain compatible with, or use features within, Occurrences.

(d)   Any hardware or software required for the Municipality to use Occurrences.

7.   TERM

7.1   The term of this Agreement shall be 36 months from the Effective Date, unless renewed by mutual agreement of the parties or earlier terminated pursuant to this Agreement.

7.2   This Agreement may be terminated by either the Service Provider or the Municipality upon giving sixty (60) days' notice in writing to the other party.

8.   NOTICES

8.1   Any notice required or permitted to be given to either party shall be validly given if served at the respective addresses stated below, if telecopied to the facsimile number given below, or if emailed to servicedesk@countygp.ab.ca and the emails below. Notice served by prepaid registered mail upon either party to such addresses shall be deemed received five (5) clear business days after mailing. Either party may change its address for service upon written notice to the other. The addresses for service are as follows:

- COUNTY OF GRANDE PRAIRIE NO. 1
  10001 – 84 Avenue
  Clairmont, AB T8X 5B2
  Facsimile: 780-539-9880
  Attention: Carol Gabriel
  Email: cgabriel@countygp.ab.ca

- SADDLE HILLS COUNTY
  Junction of Highway 49 and Highway 725, RR 1,
  Spirit River, Alberta, Canada, T0H 3G0
  Facsimile: 780-864-3904
  Attention: Brice Daly
  Email: bdaly@saddlehills.ab.ca

9. GENERAL

9.1 This Agreement may only be amended or varied by the mutual consent of the parties, in writing from time to time.

9.2 Any obligations and duties which by their nature extend beyond the lapse, expiry or termination of this Agreement shall survive any lapse, expiry or termination of this Agreement and remain in effect.

9.3 If any provision or provisions of this Agreement, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.

9.4 The indices, article headings and section headings are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

9.5 This Agreement shall be governed by the local domestic law of the Province of Alberta and each party hereto attorns to the jurisdiction of the Courts of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto, through their authorized officers, have executed this Agreement effective the date first written above.

COUNTY OF GRANDE PRAIRIE NO. 1

Per: _____

Per: _____ (c/s)

SADDLE HILLS COUNTY

Per: _____

Per: _____ (c/s)

Schedule "A"

TERMS OF SERVICE for Occurrences

1) Each User licence will receive:

   a) Access to the Occurrences system

   b) Individuals can have access to the Occurrences system without paying an additional licence fee provided they data enter for fewer than fourteen (14) days in the licence period.

2) Support Hours

   a) Hours may be consumed for feature enhancements, configuration changes, report changes, or troubleshooting. All applicable work during business hours will be charged a minimum of one (1) hour. Applicable work done after hours will be a minimum of four (4) hours.

Business Hours Monday – Friday, 8:30 A.M. – 5:00 P.M.
After Hours Monday-Friday: 4:30 P.M. – 10:00 P.M. and 6:00 A.M. - 8:30 A.M. Weekends and County or Statutory Holidays: 8:00 A.M. to 10:00 P.M.

   b) Additional support hours will be charged at $100/hour

3) The Occurrences system shall be available online.

   a) Municipalities (which includes the Municipality and any other municipalities that receive similar services from the Service Provider) will be notified of any planned or unplanned outage expected to last longer than twenty (20) minutes.

   b) If Occurrences is not online after twenty (20) minutes or there are significant issues, the municipality is to contact servicedesk@countygp.ab.ca.

   c) After hours and weekend support will be available, but is done on "best effort" basis and availability and is accessed with the same contact information as business hours.

   d) Any support requests for outages that are determined to be on the Service Provider's side will not consume support hours. However, if it is determined to be on the Municipality's side, it will consume support hours.

   e) It would be preferable for the Municipality to do preliminary troubleshooting prior to submitting an outage report to ensure the outage is likely on the Service Provider's side and to provide maximum information to the Service Provider.

4) Updates

   a) The Service Provider shall perform an annual update to Occurrences with a scheduled "go live" date of the first week of every year.

   b) For feature enhancement requests to be considered in the update, all requests should be made by July 2nd of each year. Any requests made after that date will be considered under "best effort" and perceived value to all members.

   c) For any additional significant updates, the Service Provider will notify the municipality of what the updates will include and how they can test the features. The municipality will be able to opt out of updating their production environment until the scheduled update in January of each year, as long as the update does NOT include security, auditing, or bug fix updates.

   d) The Service Provider will initially evaluate all feature requests to determine their viability and complexity. The Service Provider will then determine if the request will be approved, circulated to all member municipalities, or deferred.

   e) Significant Feature requests will be reviewed by all Municipalities with Peace Officers using the Occurrences system. The majority of participating municipalities must approve the changes, even if they will not be leveraging them. In the event of a tie, the number of Peace Officers in the municipality will be used as a deciding factor.

   f) In the event of disagreement of which features to include, the feature can either be deferred to the next update round or member Municipalities may vote.

   g) Minor updates that may fall outside of the update cycle would include bug fixes, changes to reports, new reports, modifying pick lists, or activating existing features that were previously disabled. These updates may consume support hours.

   h) Major updates for new features may consume support hours. The support hours will be equitably divided amongst member Municipalities asking for the feature based on the number of users.

5) Training

   a) Once a major update has entered the testing phase, the Service Provider will offer a one (1) hour training opportunity for the Municipality. If done at the Service Provider's location, it will be at no cost and if done at the Municipality, travel rates will apply.

6) Location Services

   a) Activating and configuring Location Services may consume support hours.

7) Active Directory or other Identity service

   a) Activating and configuring Active Directory or other Identity service may consume support hours.

8) Test and training environment

   a) The Service Provider will provide a test and training environment to the Municipality. The test environment will be separate (including logins) from the production environment. Data entered in the test environment may be added, deleted, or overridden as required in testing enhancements or training.

9) End of contract

   a) At the end of the contract, data shall be provided to the municipality in an SQL Server Backup file.