

MEMORANDUM OF AGREEMENT MADE THIS 11 DAY OF January 2021.

BETWEEN:

THE COUNTY OF GRANDE PRAIRIE NO. 1
A Municipal Corporation in the Province of Alberta
(hereinafter called "the County")

OF THE FIRST PART

AND:

THE TOWN OF SEXSMITH
A Municipal Corporation in the Province of Alberta
(hereinafter called "the Town")

OF THE SECOND PART

WHEREAS the County employs Bylaw Enforcement Officers to supply Animal Control Services for itself, other municipalities within the boundaries of the County and adjacent municipalities;

AND WHEREAS the Town is desirous of utilizing the County's Animal Control Services within its boundaries;

NOW THEREFORE this Agreement witnesses that in consideration of the terms and conditions contained within this Agreement, the County and the Town agree as follows:

1. Animal Control Services

- 1.1 The County Bylaw Enforcement Officers shall perform Animal Control Services within the Town in accordance with this Agreement.
- 1.2 For the purposes of this Agreement, "Animal Control Services" shall mean the enforcement of the Town dog control bylaw and any dog related provincial statutes that may arise in the investigation of the dog control bylaw as falls within the lawful jurisdiction of the Bylaw Enforcement Officer's municipal and or provincial appointments.
- 1.3 For the purposes of this Agreement, "Animal Control Services" shall include access to the jointly owned and operated County/City Regional Animal Pound *at no further cost* to the Town. This includes and is not limited to: managing the intake of animals, holding/feeding watering impounded animals, attempting to contact owners of licensed/tagged or chipped animals, issuing dog licenses, quarantine of dangerous animals, release to owner of impounded animals, adoption or euthanization of unclaimed animals.

2. Term of Agreement

- 2.1 The term of this Agreement shall commence January 1st, 2021, and end on December 31st, 2023, if no intention to renew is communicated by either the County or the Town.

3. Hours of Service

- 3.1 The County will provide Animal Control Services to the Town to a maximum of 10 hours during each month during the term of this Agreement.

4. Financial

- 4.1 The Town shall pay to the County for Animal Control Services the fees of One-Hundred-and-Nineteen Dollars-and-Ninety-Three-Cents (**\$119.93**) per hour to a maximum of ten (10) hours per month for the term of this Agreement. The maximum sum charged under this Agreement shall not exceed **\$14,391.60** for the term of this Agreement.
- 4.2 This Agreement is all inclusive in the hourly rate at no further cost to the Town with the exception of any legal fees associated to the prosecution of any municipal bylaw offence laid on behalf of the Town.

5. Default and Termination

- 5.1 If the County does not provide Animal Control Services in a manner satisfactory to the Town or in the event that the Town defaults in making the payments set out in Section 4.1, and such unsatisfactory service or default is not remedied within 15 days, this Agreement shall terminate immediately.
- 5.2 Either party may terminate this Agreement for other than just cause by thirty (30) days' notice in writing.
- 5.3 This Agreement shall terminate forthwith in the event that the County/Town Agreement is terminated.

6. Force Majeure

- 6.1 No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), labour dispute, strike, lockout, interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement under Section 5 (Default and Termination) in such circumstances.
- 6.2 Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize

delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

7. Insurance

The County shall add the Town as a named insured under the County's general liability insurance policy, for the purposes of the services provided under this Agreement. This insurance coverage shall be maintained by the County in full force and effect through-out the term of this Agreement.

8. Powers, Duties and Discipline

The Town acknowledges that any complaint received by it with respect to the provision of Animal Control Services pursuant to this Agreement shall be immediately forwarded to the County Manager of Regional Enforcement Services or his designate and not be entertained or commented upon further.

The County acknowledges that all Animal Control Services be conducted as per this agreement and any complaint or discipline arising shall be dealt with as follows:

1. For any bylaw enforcement complaint the process shall follow Section 556 of the Municipal Government Act and be investigated under the County of Grande Prairie No. 1 Bylaw Enforcement Officer Bylaw #2690.
2. For any provincial statute complaint the process shall follow the Alberta Solicitor General and Public Security Policy for handling Peace Officer complaints and administration of discipline.

Any disciplinary action undertaken by the County shall follow the process outlined in County of Grande Prairie No. 1 Policy L7 Section 16.

Should it be deemed appropriate given the nature of the complaint and subsequent investigation, the Town's Chief Administrative Officer may be advised of the findings in confidence.

9. Miscellaneous

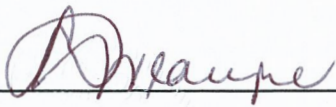
- 9.1 This Agreement shall enure to the benefit of and be binding upon the successors of the Parties hereto.

Memorandum of Agreement between
The County of Grande Prairie and The Town of Sexsmith
Animal Control Services 2021 - 2023


IN WITNESS OF THE FOREGOING, the parties have executed this Agreement, as of
the aforementioned day and year.

COUNTY OF GRANDE PRAIRIE NO. 1

TOWN OF SEXSMITH

Per: 

Per: 

Per: 

Per: 