

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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 and 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 Animal Control Bylaw. This includes responding to complaints, conducting investigations, completing occurrence reports and accurately documenting time spent for the Town, providing education, warnings and entering into prosecutions as required, capturing stray animals and transporting them to the Regional Animal Pound, preparing court packages and testifying as required on behalf of the Town, and liaising with the Town to keep current in issues. Animal Control Services also includes the time of County Supervisors reviewing court briefs, violation tickets, occurrence files and County Administration records managing, liaising with the courthouse, and preparing monthly reports on behalf of the Town.

**4. Financial**

- 4.1 Service fees: 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 invoiced monthly. The maximum annual sum charged for service fees under this Agreement shall not exceed **\$14,391.60** for the term of this Agreement.
- 4.2 Legal fees for prosecutions: The Town shall pay to the County any costs arising from any prosecution made under the Town Animal Control Bylaw. Municipalities are required to pay for the costs of the prosecution of regulatory municipal bylaws. The County contracts the services of a local law firm to provide those bylaw prosecutions and extends the agreement for bylaw prosecutions to the Town. Legal fees shall be invoiced to the Town on a monthly basis, with sufficient backing attached from the legal firm prosecuting to explain the costs.
- 4.3 Veterinary Services: The Town shall pay to the County any costs associated with Veterinary Services incurred for any Town Animal in the Regional Animal Pound up to Four-Hundred-Dollars (**\$400.00**) per animal. For any veterinary services costs estimated to be in excess of \$400.00 per animal, the County shall liaise with the Town before proceeding with care and discuss humane alternatives abiding by the decision of the Town. Veterinary Services fees shall be invoiced to the Town on a monthly basis, with sufficient backing attached from the veterinary clinic to explain the costs.
- 4.4 Animal Transfer fees: The Town shall pay to the County the costs for any unclaimed Town animal in the Regional Animal Pound. The County has agreements in place requiring the paying of animal transfer fees for any unclaimed animal in the Regional Animal Pound beyond a 5-day period. There are several humane alternatives that we have entered into agreement with that have their own transfer fee attached per animal. The providers and fees are attached as Schedule A. Animal Transfer fees shall be invoiced to the Town on a monthly basis, with sufficient backing attached to explain the costs.
- 4.5 Animal Reclaim and Kennel fees: The County shall retain any collected animal reclaim or kennel fee for any Town animal to help offset the operating costs of the Regional Animal Pound.

**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, and such unsatisfactory service or default is not remedied within 15 days, this Agreement shall terminate immediately.

Memorandum of Agreement between  
The County of Grande Prairie and the Town of Sexsmith  
Animal Control Services Agreement 2024 - 2026

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8.4 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 and share with Town Council, if necessary, in a closed session.

9. **Miscellaneous**

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

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


COUNTY OF GRANDE PRAIRIE NO. 1

Per: 

TOWN OF SEXSMITH

Per: 

Per: 

Per: 

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Barn Buddies cats are adopted into rural settings where they can serve in a useful function as rodent control. They are spayed at a cost of **\$152.00** or neutered at a cost of **\$87.00** to reduce cat colony breeding. The Pound charges **\$50.00** for each Barn Buddie cat.