

MEMORANDUM OF AGREEMENT ENTERED INTO THIS ___ day of ___, 2023.

BETWEEN:

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

OF THE FIRST PART

-and-

THE TOWN OF SEXSMITH
a Municipal Corporation in the Province of Alberta
(the "Town")

OF THE SECOND PART

ENFORCEMENT SERVICES AGREEMENT

WHEREAS the County employs Community Peace Officers Level 1 (Peace Officers) and municipal Bylaw Enforcement Officers (Bylaw Officers) to supply enforcement services to the County;

AND WHEREAS the Peace Officers employed by the County have been appointed pursuant to the Alberta Peace Officer Act as having jurisdiction to enforce the following within the boundaries of the province of Alberta:

The Traffic Safety Act and Regulations; the Gaming, Liquor and Cannabis Act and Regulations; the Animal Protection Act; the Dangerous Dogs Act; the Petty Trespass Act; the Trespass to Premises Act; the Environmental Protection and Enhancement Act Part 9, Division 2; the Provincial Offences Procedures Act and Regulation; the Highways Development and Protection Act; the Forests Act; the Forest and Prairie Protection Act; and the Public Lands Act, the Dangerous Goods Control and Handling Act (hereinafter referred to as the "Provincial Legislation"), the Criminal Code of Canada for obstruction only, and select regulatory municipal bylaws not including animal control;

AND WHEREAS the Bylaw Officers employed by the County have been appointed pursuant to the Alberta Municipal Government Act to deal with the enforcement of select regulatory municipal bylaws for such items including but not limited to animal control, parking, noise, community standards, unsightly premises, and snow issues.

AND WHEREAS the Alberta Peace Officer's Act, Revised Statutes of Alberta 2000, Chapter P-3.5, requires that an agreement be entered into between the County and the Town respecting the provision of any services involving Peace Officers.

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

1. The term of this Agreement shall commence on January 1st, 2024, and shall terminate upon the expiry date of December 31st, 2026, if no intention to renew is communicated by either the County or the Town.
2. The County agrees to supply to the Town Enforcement Services through the Peace Officers and Bylaw Officers employed by the County. The Enforcement Services provided to the Town shall mean:
 - a) enforcement of select regulatory municipal bylaws of the Town, as amended from time to time, by Peace Officers and Bylaw Officers, within the boundaries of the Town that are compatible with the Peace Officer's provincial appointment as per the Alberta Peace Officer Act, Regulations and provincial Public Safety and Emergency Services policy.
 - b) enforcement of the above listed Provincial Legislation, as amended from time to time, by Peace Officers within the boundaries of the Town;
 - c) fulfilment of the above will occur as follows:
 - i) in accordance with the County Regional Enforcement Services Department Standard Operating Procedures Manual, as amended from time to time; the Alberta Public safety and Emergency Services Peace Officer Program Policy and Procedures Manual as amended from time to time; and the Alberta Peace Officer Act and Regulations.
 - ii) to a level of service similar to that provided by the Peace Officers and Bylaw Officers to the County.
 - iii) "enforcement of select regulatory municipal bylaws" means those bylaws of the Town that contain enforcement provisions that are deemed to be enforceable before a court of law, and that the Town desires be enforced as may be amended from time to time upon the request of the Town.

3. Subject to the following, the County agrees to supply sixty-five (65) hours of Enforcement Services per month, and
 - a) the County commits to breaking the sixty-five (65) hours into estimated weekly increments of fifteen (15) hours of service to ensure consistent, even enforcement service coverage.
 - b) The sixty-five (65) hours of monthly service includes sixty point seven five (60.75) hours of uniformed enforcement service and four point two five (4.25) hours of administration service.
 - c) any time spent by Peace Officers or Bylaw Officers during the performance of court duties or administration therein; any disciplinary or investigative proceedings stemming from any Enforcement Services in or on behalf of the Town; and any time spent travelling to the Town or to a specific area of concern on the Town's behalf shall be included in the calculation of the monthly hours.
 - d) at any time period when the Peace Officers or Bylaw Officers are not operating at their fully authorized strength for any period exceeding 30 days duration, with written advance notice to the Town of the full circumstances and upon joint consultation between the Town and County, the contracted hours above *may* be reduced by twelve (12) hours per month per Peace Officer or Bylaw Officer absence. Such service shortages will be returned to normal, and the Town immediately notified when the Peace Officers are again at fully authorized strength.
 - e) The Town may request, and the County may agree, depending upon staffing levels and capacity, to providing an additional five (5) hours of supplemental service per month to address arising operational concerns of the Town. Any supplemental time requests will be made in writing by the Town and any invoicing for supplemental service will be done by the County monthly.
4. It is understood that the Enforcement Services will be scheduled to be provided during the County Regional Enforcement Services regularly scheduled shift hours. If a matter requires Enforcement Services outside a regularly scheduled time, then such services shall be classified as Overtime Services. Where Overtime Services are provided:

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- a) the services shall be considered to have taken two times the actual time incurred.
 - b) if the hours provided exceed 65 hours in any month, then, the excess hours shall be subtracted from the hours to be provided for in the following month, or from the 5 supplementary hours, unless otherwise agreed by the County Manager and the Town Administrator.
 - c) the travel time to and from the Town shall be included in the calculation of time for Overtime Services, although there shall be no mileage charge assessed for travel.
 - d) all overtime services shall be approved by the Town prior to any Peace Officer or Bylaw Officer action.
5. The Town agrees to pay to the County the sum of One-Hundred-and-Nineteen Dollars-and-Ninety-Three Cents (**\$119.93**) per hour for the term of January 1st, 2024, to December 31st, 2024, for Enforcement Services supplied (year 1 of Enforcement Services Agreement).

The Town agrees to pay to the County the sum of One-Hundred-and-Twenty-Three Dollars-and-Fifty-Three Cents (**\$123.53**) per hour for the term of January 1st, 2025, to December 31st, 2025, for Enforcement Services supplied (year 2 of Enforcement Services Agreement).

The Town agrees to pay to the County the sum of One-Hundred-and-Twenty-Seven Dollars-and-Twenty-Four Cents (**\$127.24**) per hour for the term of January 1st, 2026, to December 31st, 2026, for Enforcement Services supplied (year 3 of Enforcement Services Agreement).

Enforcement Services shall be billed by the County's Accounts Receivable Department at their billing frequency following the month in which services were provided. The Town shall pay the billed amount within thirty days of the billing date.

This agreement is all inclusive in the hourly rate at no further cost to the Town *with the exception of* fees for the prosecution of any municipal bylaw offences laid on behalf of the Town.

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Enforcement Services called in or acting in an emergency situation in the Town, or pursuant to the activation of the Towns Emergency Management Plan, or pursuant to activation of the Regional Emergency Plan, *may* not be subject to hourly billing at the discretion of County Council.

6. 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 throughout the currency of this Agreement.
7. The County Regional Enforcement Services Department shall provide the Town with monthly reports on all Enforcement Services supplied by the Peace Officers and Bylaw Officers to the Town. These monthly reports shall include the date and time spent in the Town, the number and type of calls for service/complaints/occurrences received and the number and type of tickets written. The Town will also supply, to the County Regional Enforcement Services Department, their list of priorities for enforcement actions and educational activities. The priorities will also be reported on during the reporting process.
8. The Town acknowledges that any complaint received by it with respect to the provision of Enforcement Services pursuant to this Agreement shall be immediately forwarded to the Director of Regional Enforcement Services or designate, and not entertained or commented upon further. Any disciplinary action taken against the Peace Officer or Bylaw Officer as a result of these complaints shall be administered by the County in confidence.
 - 8.2.1 For any Bylaw Officer 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.
 - 8.2.2 For any Peace Officer complaint, the complaint shall follow Alberta Public Safety and Emergency Services ministry Peace Officer program policy and be investigated under the Regional Enforcement Services Standard Operating Procedures complaint investigation process.
- 8.3 Any disciplinary action undertaken by the County shall follow the process outlined in County of Grande Prairie No. 1 employee discipline policy.

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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. If the appointments of the Peace Officers from the Alberta Public Safety and Emergency Services ministry for the jurisdiction of the Town are terminated, then this Agreement will similarly immediately be terminated unless the Town agrees to continue with Bylaw Officer Services.
10. Should the Provincial Government of Alberta refuse to allow fine revenue generated through this Memorandum of Agreement to be paid to the Town, the Town reserves the right to renegotiate this agreement within 30 days of receiving such notice.
11. Either party may terminate this Agreement by giving the other party ninety (90) days' notice in writing of its intention to terminate this Agreement whereupon this Agreement shall terminate at the end of the ninety (90) day period.

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: _____

