

MEMORANDUM OF AGREEMENT ENTERED INTO THIS 11 day of January, 2021.

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

PEACE OFFICER SERVICES AGREEMENT

WHEREAS the County employs Community Peace Officers Level 1 ("Peace Officer") and Level 2 ("Bylaw Officer") to supply enforcement services to the County;

AND WHEREAS the Peace Officers employed by the County have been appointed by the Alberta Solicitor General and Public Security as having jurisdiction to enforce the following within the boundaries of the province of Alberta;

- The Traffic Safety Act and Regulations; the Gaming and Liquor Act and Regulations; the Animal Protection Act; the Dangerous Dogs Act; the Petty Trespass Act; the Environmental Protection and Enhancement Act Part 9, Division 2; the Provincial Offences Procedures Act and Regulation; and the Highways Development And Protection Act; (hereinafter referred to as the "Provincial Legislation");
- Level 2 Peace Officers do not enforce moving traffic, gaming and liquor, or have arrest or emergency response provisions allowed.

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 Peace Officer Services.

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, 2021, and shall terminate upon the expiry date of December 31st, 2023, if no intention to renew is communicated by either the County or the Town.
2. The County agrees to supply to the Town Peace Officer Services through the Peace Officer's employed by the County. The Peace Officer Services provided to the Town shall mean:
 - a) enforcement of select regulatory municipal bylaws of the Town 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 Justice and Solicitor General policy.
 - b) enforcement of the above listed Provincial Legislation, as amended from time to time, 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 Policy and Procedures Manual, as amended from time to time; the Alberta Justice and Solicitor General Peace Officer Program Policy and Procedures Manual as amended from time to time; and the Alberta Peace Officer's Act and Regulations.
 - ii) to a level of service similar to that provided by the Peace Officers to the County.
3. Subject to the following, the County agrees to supply fifteen (15) hours of Peace Officer Services per week, and
 - a) any time spent during the performance of court duties or administration therein; any disciplinary or investigative proceedings stemming from any Peace Officer services in or on behalf of the Town; any time spent travelling to the Town or to a specific area of concern on the Town's behalf; and any time spent on clerical duties (minimum of (1) hour per month) as a result of Peace Officer services delivery in or on behalf of the Town shall be included in the calculation of the 15 hours; and

- b) at any time period when the Peace 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 3.0 hours per week per Peace Officer absent. Such service shortages will be returned to normal and the Town immediately notified when the Peace Officers are again at fully authorized strength.
- 4. It is understood that the Peace Officer Services will be scheduled to be provided during the County Regional Enforcement Services regularly scheduled shift hours. If a matter requires Peace Officer services outside a regularly scheduled time, then such services shall be classified as Overtime Services. Where Overtime Services are provided:
 - a) the services shall be considered to have taken two times the actual time incurred;
 - b) if the hours provided exceed 15 hours in any week, then, the excess hours shall be subtracted from the hours to be provided for in the following month, unless otherwise agreed by the County Administrator 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 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 during the term of this Agreement for Peace Officer Services supplied.

Peace Officer 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.

Peace Officer 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.

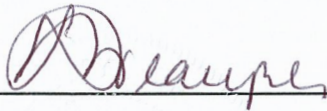
6. The County shall add the Town as a named insured under the County's general liability insurance policy, for the purposes of the services provided under this Agreement. This insurance coverage shall be maintained by the County in full force and effect throughout the currency of this Agreement.
7. The County Regional Enforcement Services Department shall provide the Town with monthly reports on all Peace Officer Services supplied by the Peace 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. (See attached Schedule "B").
8. The Town acknowledges that any complaint received by it with respect to the provision of Peace Officer Services by Peace Officers pursuant to this Agreement shall be immediately forwarded to the Manager of Regional Enforcement Services, or his designate, and not entertained or commented upon further. Any disciplinary action taken against the Peace Officer as a result of these complaints shall be administered by the County in confidence. (See attached Schedule "A").
9. If the appointments of the Peace Officers from the Alberta Justice and Solicitor General Department for the jurisdiction of the Town are terminated, then this Agreement will similarly immediately be terminated.
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.

Memorandum of Agreement between
The County of Grande Prairie and the Town of Sexsmith
Peace Officer Services Agreement 2021 - 2023

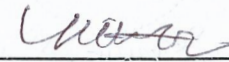
IN WITNESS OF THE FOREGOING, the parties have executed this Agreement, as of
the aforementioned day and year.

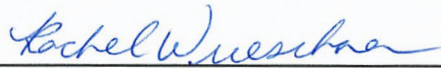
COUNTY OF GRANDE PRAIRIE NO. 1

TOWN OF SEXSMITH

Per: 

Per: 

Per: 

Per: 

SCHEDULE "A"



POLICY MANUAL

Legal References: <ul style="list-style-type: none">• Alberta Peace Officers Act & Regulations• Alberta Municipal Government Act• Bylaw #2690	Policy department: Regional Enforcement Services
Cross References: <ul style="list-style-type: none">• Alberta Solicitor General Peace Officer Policy• County of Grande Prairie No. 1 Discipline and Dismissal Policy	Policy Number: J2
Adoption Date: <ul style="list-style-type: none">• May 1, 2007 Revision Date: <ul style="list-style-type: none">• April 23, 2012 Motion # 04-358-12• April 14, 2016 – CAO Approval	Policy Title: Public Complaints Process
	Review Date: April 2019

POLICY PURPOSE:

To outline the public complaints process for the Regional Enforcement Services Department.

1. COMPLAINTS

Complaints against a Peace Officer shall follow the format as found in the Alberta Solicitor General's Department Suggested Model for Handling Public Complaints and Administration of Discipline for Peace Officers (see below).

Complaints against a Bylaw Enforcement Officer Shall follow the format as found in the County of Grande Prairie No. 1 Bylaw Enforcement Officer's Bylaw No. 2690.

Internal or personnel complaints of a non-enforcement nature shall follow the procedures and format as found in the County of Grande Prairie No. 1 Policy Manual.

Reports of all public complaints shall be forwarded as required by each piece of legislation or policy.



2. COMPLAINTS PROCESS OF PEACE OFFICERS

- a. A written complaint is received by the County of Grande Prairie No. 1, Regional Enforcement Services Department.
- b. The County of Grande Prairie must, within 30 days, and in writing acknowledge receipt of the complaint to the complainant.
- c. The County of Grande Prairie will notify the Peace Officer involved of the complaint if appropriate.
- d. On a monthly basis, the County of Grande Prairie No. 1 must submit details of complaints made to the Public Security Division.
- e. The County of Grande Prairie will investigate the allegations of the complaint by interviewing the complainant, any witnesses, the Peace Officer(s) involved, if they so consent, and any other person who may have knowledge relevant to the occurrence.
- f. The County of Grande Prairie will review any relevant documents in existence pertaining to the occurrence including, but not limited to:
 - i. Occurrence reports
 - ii. Dispatch logs
 - iii. Peace officer notebook(s)
 - iv. Court reports
 - v. Legal documents
 - vi. In car video recordings
 - vii. AVL gps recordings
 - viii. Witness statements, audio, video and photographs
- g. The County of Grande Prairie No. 1 will exercise Section 15(2)(b) of the Alberta Peace Officer Act if this is applicable or appropriate given the overall nature of the complaint.
- h. The County of Grande Prairie will notify the complainant, the Peace Officer involved, if appropriate, and the Director as to the status of the investigation at least once every 45 days.
- i. Upon conclusion of the investigation, the County of Grande Prairie must notify the complainant, the Peace Officer involved, and the Director of the disposition of the complaint using wording found in Section 22 of the POMR, which reads as follows:
 - i. "the complaint is unfounded". This means that on the basis of a thorough investigation, no reasonable belief exists that the complaint has merit or basis.



- ii. "the complaint is unsubstantiated". This means that on the basis of a thorough investigation, there is insufficient evidence to determine the facts of the complaint and that it may or may not have occurred.
- iii. "the complaint is found to have merit in whole or in part". This means that on the basis of a thorough investigation that:
 - 1. "in whole", a reasonable belief exists that the Peace Officer has engaged in misconduct in regards to the entirety of the complaint, or;
 - 2. "in part", a reasonable belief exists that the Peace Officer has engaged in misconduct in regards to a portion(s) of the complaint, but not in its entirety.
- iv. "the complaint is frivolous, vexatious or made in bad faith". This disposition will be used when the County of Grande Prairie chooses not to investigate a complaint as per Section 15(2) of the Act which allows no investigation to occur when the complaint is deemed frivolous, vexatious, or made in bad faith.
- j. In the event a complaint is found to have merit, in whole or in part, the County of Grande Prairie must state what disciplinary action has been taken and it must be in accordance with the County of Grande Prairie No.1 disciplinary policy that has been filed with the Director.
- k. The conclusion letter issued to the complaint must contain the following closing paragraph which communicates to the complainant that appeals of the decision reached by the County of Grande Prairie No. 1 must be addressed to the Director as required in Section 15 of the Act.

"Please be advised that you have the right to appeal these findings to the Directory of Law Enforcement for the Province of Alberta pursuant to Section 15(4) of the Peace Officer Act. An appeal must be in writing and initiated within 30 days of receipt of this decision, and any decisions reached by the Director of Law Enforcement on appeal is final."

Correspondence to the Director must be sent to:
Director of Law Enforcement
10th Floor, 10365 – 97 Street
Edmonton, AB
T5J 3W7

**CONFIDENTIALITY:**

The use and interpretation of all County Policies and schedules will comply with all aspects of the Freedom of Information and Protection of Privacy Act (FOIP). Any breaches of the FOIP Act will be subject to disciplinary action.

RECORDS MANAGEMENT REQUIREMENTS:

All documentation will be filed in accordance with the Records Management Policy and to comply with the Municipal Government Act (MGA), Freedom of Information & Protection of Privacy Act (FOIP) and any other applicable legislation, regulation, or act.

NON COMPLIANCE:

Consequences of non-compliance with this Policy may result in the potential for legal challenges and/or penalties to the County of Grande Prairie No. 1, its elected officials and/or staff.

The Chief Administrative Officer must approve any exceptions to the Policy.

POLICY AUTHORITY:

The County Administrator has the authority to amend the related Schedules of Policy J2 from time to time to keep current, enforceable and compliant with statutes and legislation in the Province of Alberta. Any changes that are made to Policy are to be approved by Council.

ATTACHMENTS:

None



POLICY MANUAL

Legal References: <ul style="list-style-type: none">• Alberta Peace Officer Act & Regulations	Policy department: Regional Enforcement Services
Cross References: <ul style="list-style-type: none">• Alberta Solicitor General Peace Officer Policy	Policy Number: J3
Adoption Date: <ul style="list-style-type: none">• May 1, 2007 Revision Date: <ul style="list-style-type: none">• April 23, 2012 #04-358-12• April 14, 2016 – CAO Approval	Policy Title: Code of Conduct for Peace Officers
	Review Date: April 2019

POLICY PURPOSE:

CODE OF CONDUCT FOR PEACE OFFICERS

A Peace Officer shall:

- i. comply with the terms and conditions of the County of Grande Prairie No. 1's authorization from the Solicitors General's Department to employ Peace Officers.
- ii. comply with the terms of the Peace Officer's appointment.
- iii. comply with the County of Grande Prairie No. 1's code of conduct for Peace Officers whether they are on duty or off duty.
- iv. not engage in disorderly or inappropriate conduct, or act in a way that would be harmful to the discipline of Peace Officers or that is likely to discredit the office of Peace Officer which includes but is not limited to:
 - contravening an Act of the Parliament of Canada;
 - contravening an Act of the Legislature of Alberta;
 - contravening any regulation made pursuant to either an Act of Parliament or Legislature;
 - using oppressive or tyrannical conduct to a co-worker or subordinate;



- using profane, abusive, or insulting language to a co-worker or member of the general public;
 - wilfully or negligently making a false complaint or statement;
 - abetting in or knowingly being an accessory to suppressing information, complaints, or reports about any other peace officer;
 - differentially applying the law or exercising authority on the basis of race, colour, religion, sex, physical disability, mental disability, marital status, age, ancestry, or place of origin;
 - doing anything prejudicial to discipline or likely to bring discredit on the reputation of the Authorized Employer;
 - being insubordinate to a supervisor by word or action;
 - omitting or neglecting, without adequate reason, to carry out a lawful order, directive, rule, procedure or policy of the employer;
 - neglecting, without lawful excuse, to promptly and diligently perform duties of a Peace Officer;
 - failing to work in accordance with orders or leaving an area, detail or other place of duty without permission or sufficient cause;
 - permitting a prisoner to escape on account of the Peace Officer being careless or negligent;
 - failing to report anything a Peace Officer knows concerning a criminal or any other charge;
 - applying inappropriate force in circumstance in which force is used.
- v. not withhold or suppress information, complaints or reports about any other Peace Officer.
- vi. promptly and diligently perform the Peace Officer's duties and responsibilities.
- vii. not make or sign false, misleading or inaccurate statements.
- viii. not, without lawful excuse destroy, mutilate or conceal records or property, or alter or erase an entry in a record.
- ix. respect when confidentiality must be maintained.
- x. properly account for or return money or property that the Peace Officer receives in the Peace Officer's capacity as a Peace Officer.
- xi. not engage in activities that may or will result in a conflict of interest or an apprehension of or a lack of integrity in the office of Peace Officer.
- xii. not use the Peace Officer's position for the Peace Officers own advantage or another person's advantage.
- xiii. not exercise the Peace Officer's authority as Peace Officer when it is unnecessary to do so.



- xiv. not consume alcohol while on duty, except in the performance of the Peace Officer's duties.
- xv. not consume controlled drugs and controlled substances under the Controlled Drugs and Substance Act (Canada).
- xvi. except in the performance of the Peace Officer's duties, prohibit from possessing controlled drugs and controlled substances, the possession of which is prohibited by law.
- xvii. Not enter into licensed premises or licensed gaming facilities (casinos) while on duty unless required to do so in the lawful execution of that duty, or to partake in a meal break only.

CONFIDENTIALITY:

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NON COMPLIANCE:

Consequences of non-compliance with this Policy may result in the potential for legal challenges and/or penalties to the County of Grande Prairie No. 1, its elected officials and/or staff.

The Chief Administrative Officer must approve any exceptions to the Policy.

POLICY AUTHORITY:

The County Administrator has the authority to amend the related Schedules of Policy J3 from time to time to keep current, enforceable and compliant with statutes and legislation in the Province of Alberta. Any changes that are made to Policy are to be approved by Council.

ATTACHMENTS:

None



SCHEDULE "B"

MONTHLY REPORT TO THE Town of Sexsmith FOR PEACE OFFICER SERVICES

1. Dates and times spent: (attached)
2. **Number of Tickets issued:** _____
3. **Type of Tickets issued:** _____
Traffic Safety: _____
Gaming, Liquor & Cannabis: _____
Other Provincial Statutes: _____
Municipal Bylaw: _____
4. **Number of Complaints/Occurrences:** _____
5. **Type of Complaints/Occurrences:** _____
Traffic Safety: _____
Warrants: _____
24-hour Suspension: _____
Criminal Code: _____
Commercial Vehicle: _____
Parking: _____
Off-highway Vehicle: _____
Bylaws: _____
Unsightly Premises: _____
Other: _____
6. **M.D. Priorities:**
 - a)
 - b)
 - c)