MEMORANDUM OF AGREEMENT ENTERED INTO THIS_	day of_	, 2025

**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 BEAVERLODGE

a Municipal Corporation in the Province of Alberta (the "Town")

OF THE SECOND PART

### BYLAW ENFORCEMENT SERVICES AGREEMENT

WHEREAS the County employs municipal Bylaw Enforcement Officers (Bylaw Officers) to supply Bylaw Enforcement and Animal Control Services to the County;

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.

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 May 1<sup>st</sup>, 2025, and shall terminate upon the expiry date of April 30<sup>th</sup>, 2027, if no intention to renew is communicated by either the County or the Town.
- 2. The County agrees to supply to the Town Bylaw Enforcement Services through the Bylaw Officers employed by the County. The Bylaw Enforcement Services provided to the Town shall mean:
  - a) The enforcement of select regulatory municipal bylaws of the Town, as amended from time to time, by Bylaw Officers, within the boundaries of the Town, and includes Animal Control Services.

- b) 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:
  - ii) to a level of service similar to that provided by the Bylaw Officers to the County.
  - "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. 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, preparing court packages and testifying as required on behalf of the Town, and liaising with the Town to keep current on issues. This 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.
  - iv) The Town will provide Regional Enforcement Services with a list of the regulatory bylaws they intend on being enforced, a copy of all the regulatory bylaws on the list, and certified copies of any regulatory bylaw, upon request, for the purposes of court.
  - v) "Animal Control Services" means 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 dogs 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.

- vi) Regional Animal Pound: For the purposes of this Agreement, "Animal Control Services" shall also include access to the jointly owned and operated County/City Regional Animal Pound for dogs and cats only, at no further cost to the Town with the exception of the following two items:
  - i. veterinary services costs
  - ii. animal transfer fees

Veterinary Services: These costs are required for animal health care to minimize pain and suffering meeting the requirements of the Alberta Animal Protection Act and may include euthanization of animals. Veterinary Services costs may be incurred by the County for the Town for any Town animal requiring care while in the Regional Animal Pound as a result of the County providing Animal Control Services to the Town.

For better clarity, a cap for the cost for veterinary services has been agreed upon by the City and County allowing Regional Animal Pound staff to apply up to a threshold of Four Hundred Dollars (\$400.00) per animal without further consultation.

Animals Transfer fees: These costs may be incurred by the County for the Town for any unclaimed Town animal in the Regional Animal Pound as a result of the County providing Animal Control Services to the Town.

vii) Regional Animal Pound Services: For the purpose of this Agreement, means an animal pound designed only for dogs and cats, includes and is not limited to: maintaining compliance with the Animal Protection Act, managing the intake of animals, decontamination and cleaning protocols, holding/feeding watering impounded animals, attempting to contact owners of licensed/tagged or chipped animals, quarantine of dangerous animals, holding of animals subsequent to an investigation, maintaining confidentiality, release to owner of impounded animals, handling reclaim and kennel fees, transfer of healthy adoptable unclaimed animals, providing animal health care and veterinary services for animals when required, preparing reports for the City and County. Pound animals shall be held for a period of 5 days, then deemed unclaimed and subject to transfer for adoption or in some cases, euthanization.

- 3. Subject to the following, the County agrees to supply thirty (30) hours of Bylaw Enforcement Services per month, and
  - a) <u>Inclusions</u>: any time spent by Bylaw Officers during the performance of court duties or administration therein; any disciplinary or investigative proceedings stemming from any Bylaw Enforcement 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 administrative duties (minimum 2 hour per month) as a result of Bylaw Enforcement Services delivery in or on behalf of the Town shall be included in the calculation of the 30 hours.
  - b) Long term staffing shortages: at any time period when the Bylaw Officers are <u>not</u> 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 four (4.0) hours per month per Bylaw Officer absence. Such service shortages will be returned to normal, and the Town immediately notified when the Bylaw Officers are again at fully authorized strength.
  - c) <u>Supplemental service time</u>: 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 emergent 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.
  - d) Hours of Service: Bylaw Enforcement Services will be provided during the Bylaw Officer's regularly scheduled shift hours of 7:00 am to 8:00 pm 7 days a week including stat holidays. It is understood that on occasion due to illness or other operational requirements (court, training, illness, vacation, family emergencies etc.), there may be occasions when a Bylaw Officer is not working. Any calls for service during these absences will be dealt with when the next Bylaw Officer comes on shift.
  - e) <u>Overtime Services</u>: If a matter requires Bylaw Enforcement Services outside a regularly scheduled time, then such services shall be classified as Overtime Services. Where Overtime Services are provided:

- i) the services shall be considered to have taken two times the actual time incurred.
- ii) 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.
- iii) all overtime services shall be approved by the Town and agreed upon by the County prior to any Bylaw Officer action.

#### 4. Financial

- a) <u>Service fees</u>: The Town shall pay to the County for Bylaw Enforcement Services, including Animal Control Services, the fees of **One-Hundred-and-Nineteen-Dollars-and-Ninety-Three-Cents (\$119.93)** per hour to a maximum of **thirty (30)** hours per month for the term of this Agreement invoiced monthly. In addition, if requested and agreed upon, the Town shall pay to the County any supplemental service hours to a maximum of **five (5)** hours per month for the term of this Agreement invoiced for the month of the supplemental service request. Supplemental services hours remain at the \$119.93 hourly rate.
- b) <u>Legal fees for prosecutions</u>: The Town shall pay to the County any costs arising from any prosecution made under any Town regulatory 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 bylaw prosecutions and extends the agreement for bylaw prosecutions to the Town. Legal fees shall be invoiced to the Town monthly, with sufficient backing attached from the legal firm prosecuting to explain the costs.
- c) <u>Veterinary Services</u>: 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 monthly, with sufficient backing attached from the veterinary clinic to explain the costs. Unclaimed animals that are deemed to be unadoptable may be subject to euthanization.

- d) 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 monthly, with sufficient backing attached to explain the costs.
- e) <u>Animal Reclaim and Kennel fees</u>: 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.
- f) Invoicing: Bylaw Enforcement Services shall be invoiced 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.
- g) <u>Financial relief during an emergency</u>: Bylaw Officers called in by the Town or acting in an emergency situation in the Town, or pursuant to the activation of the Town's Emergency Management Plan, or pursuant to activation of the Regional Emergency Plan, *may* not be subject to hourly billing under this Agreement at the discretion of County Council.
- 5. <u>Liability Insurance</u>: 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.
- 6. Reporting: The County Regional Enforcement Services Department shall provide the Town with monthly reports on all Bylaw Enforcement Services supplied by 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.

- 7. <u>Complaints</u>: The Town acknowledges that any conduct complaint received with respect to the provision of Bylaw 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 any Bylaw Officer as a result of these complaints shall be administered by the County in confidence.
  - a) 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 according to Regional Enforcement Services Standard Operating Procedures Manual.
  - b) Any disciplinary action undertaken by the County shall follow the process outlined in County of Grande Prairie No. 1 employee discipline policy.
  - c) 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.
- 8. <u>Confidentiality</u>: The County will not disclose to the Town the names, addresses or any personal information of any complainants or accused in any investigation, unless the Town is a direct party to the investigation as either an accused, witness, or complainant.
- 9. <u>Default</u>: 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.
- 10. <u>Termination</u>: 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.
- 11. 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 Beaverlodge Bylaw Enforcement Services Agreement 2025 - 2027

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

aforementioned day and year.	
COUNTY OF GRANDE PRAIRIE NO. 1	TOWN OF BEAVERLODGE
Per: Amanda McDonald (Dec 3, 2025 17:00:53 MST)	Per: Gary Rycroft (Dec 3, 2025 11:57:23 MST)
Per: Joulia Whittleton (Dec 4, 2025 22:18:41 MST)	Per: Jeft Johnston (Dec 3, 2025 13:19:48 MST)

#### Schedule A

#### **Animal Transfer Fees**

#### Bandaged Paws - Transfer Priority No. 1

A transfer fee of **\$142.86** per animal is established by the signed agreement between the City/County and Bandaged Paws for any type of animal up to **700** animals per year.

All animals transferred over the **700** per year are, by signed agreement, deemed to be in overage and the "animal overage transfer fees" apply as follows:

Dog Overage Transfer fee: \$175.00 per dog
Cat Overage Transfer fee: \$125.00 per cat
Small Pet Overage Fee: \$25.00 per pet.

ALL animals transferred to Bandaged Paws, by signed agreement, must have had an animal health check, deworming, first vaccination, and be microchipped. The cost of this is **\$60.00** per animal.

CAOS (Companion Animal Outreach Services) - Transfer Priority No. 2

On occasions when Bandaged Paws cannot take our animals, we have an agreement with CAOS in Red Deer.

Dog transfer fee: \$200.00 per dog. Cat transfer fee: \$175.00 per cat.

By agreement, we meet CAOS  $\frac{1}{2}$  way to do the transfer. This adds the expense of employee travel time, vehicle usage, and fuel to these transfer costs.

ALL animals transferred to CAOS, by signed agreement, must have had an animal health check, deworming, first vaccination, and be microchipped. The cost of this is **\$60.00** per animal.

# Barn Buddies - Transfer Priority No. 3

Barn Buddies is a County program established by the Regional Animal Pound in 2022 as an alternative to deal with growing number of feral cat intakes. Un-adoptable, these cats were being euthanized at a cost of almost **\$300.00** per cat.

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.

# 2025-27 Bylaw Enforcement Services - Beaverlodge

Final Audit Report 2025-12-05

Created: 2025-12-02

By: Shannon Baird (sbaird@countygp.ab.ca)

Status: Signed

Transaction ID: CBJCHBCAABAARJpP0I358yABPmR1aP6wLEN8KaRcOVOL

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   2025-12-05 5:18:41 AM GMT