

MEMORANDUM OF AGREEMENT MADE THIS 13th DAY OF DECEMBER, 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 SADDLE HILLS COUNTY
A Municipal Corporation in the Province of Alberta
(hereinafter called "Saddle Hills")

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 Saddle Hills 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 Saddle Hills agree as follows:

1. Animal Control Services

1.1 The County Bylaw Enforcement Officers shall perform Animal Control Services within Saddle Hills in accordance with this Agreement.

1.2 For the purposes of this Agreement, "Animal Control Services" shall mean the enforcement of Saddle Hills Dog Control Bylaw. This includes responding to complaints, conducting investigations, completing occurrence reports and accurately documenting time spent for Saddle Hills, 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 Saddle Hills, and liaising with Saddle Hills 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 Saddle Hills.

- 1.3 Animal Control Services: For the purposes of this Agreement, "Animal Control Services" shall also include access to the jointly owned and operated County/City Regional Animal Pound *at no further cost to Saddle Hills 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 Saddle Hills for any Saddle Hills animal requiring care while in the Regional Animal Pound as a result of the County providing Animal Control Services to Saddle Hills.

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 Saddle Hills for any unclaimed Saddle Hills animal in the Regional Animal Pound as a result of the County providing Animal Control Services to Saddle Hills.

Regional Animal Pound Services: These services, designed 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.

2. **Term of Agreement**

- 2.1 The term of this Agreement shall commence January 1st, 2024, and end on December 31st, 2026, if no intention to renew is communicated by either the County or Saddle Hills.

3. **Hours of Service**

- 3.1 The County will provide Animal Control Services to Saddle Hills to a maximum of 10 hours of service per month on an "on-call" basis as requested by Saddle Hills Chief Administrative Officer or designate during the term of this Agreement.

4. **Financial**

- 4.1 Service fees: Saddle Hills 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: Saddle Hills shall pay to the County any costs arising from any prosecution made under Saddle Hills Dog 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 Saddle Hills. Legal fees shall be invoiced to the Saddle Hills on a monthly basis, with sufficient backing attached from the legal firm prosecuting to explain the costs.
- 4.3 Veterinary Services: Saddle Hills shall pay to the County any costs associated with Veterinary Services incurred for any Saddle Hills 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 Saddle Hills before proceeding with care and discuss humane alternatives abiding by the decision of Saddle Hills. Veterinary Services fees shall be invoiced to Saddle Hills on a monthly basis, with sufficient backing attached from the veterinary clinic to explain the costs.
- 4.4 Animal Transfer fees: Saddle Hills shall pay to the County the costs for any unclaimed Saddle Hills 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 Saddle Hills 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 Saddle Hills 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 Saddle Hills or in the event that Saddle Hills 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.
- 5.2 Either party may terminate this Agreement for other than just cause by ninety (90) days' notice in writing.

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

- 7.1 The County shall maintain Saddle Hills as a named insured under the County's general liability insurance policy, for the purposes of the services provided under this Agreement throughout the term of this Agreement.

8. Complaints and Discipline

- 8.1 Saddle Hills 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 Director of Regional Enforcement Services or his designate and not be entertained or commented upon further.
- 8.2 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:

8.2.1 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.

8.3 Any disciplinary action undertaken by the County shall follow the process outlined in County of Grande Prairie No. 1 employee discipline policy.

8.4 Should it be deemed appropriate given the nature of the complaint and subsequent investigation, Saddle Hills Chief Administrative Officer may be advised of the findings in confidence and share with Saddle Hills 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: _____

Per: _____

SADDLE HILLS COUNTY

Per: _____

Per: _____

Appendix A

Animal Transfer Fees

Bandaged Paws - Transfer Priority No. 1

A transfer fee of **\$142.86** per animal is established by signed agreement for any type of animal up to **700** animals per year.

All animals transferred after **700** per year are by signed agreement deemed to be "animal overage transfer fees" 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 ½ 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

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neutered at a cost of **\$87.00** to reduce cat colony breeding. The Pound charges **\$50.00** for each Barn Buddie cat.

