

Enforcement Services Agreement ~~Memorandum of Agreement~~

Entered into this ____ day of _____, 2021~~14~~¹⁶.

Sturgeon County
in the Province of Alberta
(Hereinafter referred to as “Sturgeon”)

And

Town of Bon Accord
in the Province of Alberta
(Hereinafter referred to as “Bon Accord”)

WHEREAS, Bon Accord desires to engage the services of Sturgeon as an independent contractor to provide services as Peace Officers and Bon Accord desires to accept Sturgeon’s engagement as an independent contractor all upon terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants and agreement set forth, covenant and agree with each other as follows:

1.0 BACKGROUND

- 1.1 Peace Officer services are required by Bon Accord in order to assist in its municipal operations.
- 1.2 Sturgeon has been asked by Bon Accord to provide Peace Officer services.

2.0 DESCRIPTION AND SCOPE OF SERVICES

- 2.1 Sturgeon will, on behalf of Bon Accord, supply Peace Officer services to Bon Accord which services will include the enforcement of municipal bylaws and such provincial statutes as the Peace Officer shall be authorized to enforce. Sturgeon shall provide an enforcement vehicle and related vehicle equipment.
- 2.2 Bon Accord will provide office space, support staff and assistance as required.

Enforcement Services Agreement ~~Memorandum of Agreement~~

3.0 APPOINTED PEACE OFFICER

- 3.1 For the purposes of the applicable provincial legislation and municipal bylaws relating to Peace Officer services, Bon Accord shall designate Sturgeon's Peace Officers and Animal Control Officer as its Peace Officers and Bylaw Officers as required.
- 3.2 Both Sturgeon and Bon Accord shall take all necessary steps to obtain any necessary Provincial approvals for Sturgeon to provide the services under this Contract.

4.0 LEVEL AND STANDARDS

- 4.1 The appointed Peace Officers and Animal Control Officer shall perform the required duties using independence and judgment in relation to the relevant bylaws and provincial statutes.
- 4.2 The appointed Peace Officers and Animal Control Officer will endeavor to maintain reasonable and effective enforcement of bylaws and provincial statutes in Bon Accord.
- 4.3 Sturgeon shall deal with complaints and discipline of its Peace Officers and Animal Control Officer in relation to services provided under this Agreement in accordance with Sturgeon's Bylaws and policies.

5.0 TERM

- 5.1 This agreement will come into effect upon it being signed by both parties.
- 5.2 The services to be provided under the Agreement shall be carried out between **January 1, 2022 and December 31, 2026** ~~January 1, 2016 and December 31, 2020.~~

6.0 FEES, EXPENSES AND PAYMENTS

- 6.1 The cost of Peace Officer and Animal Control Officer services is set out in Schedule "A" which Bon Accord agrees to pay to Sturgeon in the manner provided in Article 6.2.
- 6.2 The Town will forward, upon being invoiced by the County, on a quarterly basis (Approximately January 15, April 15, July 15 and October 15) one quarter the amount shown in Schedule "A".

Enforcement Services Agreement ~~Memorandum of Agreement~~

- 6.3 Should Bon Accord request additional Peace Officer and Animal Control Officer services in excess of those set out in Schedule “A”, such additional work shall be charged at an hourly rate set out in Schedule “A” subject to Sturgeon agreeing to provide the service.

7.0 CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 Unless required by law, any data or other information concerning Sturgeon’s Peace Officers and Animal Control Officer that is obtained by Bon Accord shall be treated as confidential and shall not be disclosed without prior approval by Sturgeon.
- 7.2 Unless required by law, any data or other information concerning Bon Accord that is obtained by Sturgeon’s Peace Officers and Animal Control Officer shall be treated as confidential and shall not be disclosed without prior approval by Bon Accord.

8.0 — RECORDS

8.0 CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

- 8.1 The Town retains control of all records created under this agreement.
- 8.2 Upon receipt of a request under the *Freedom of Information and Protection of Privacy (FOIP) Act* for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records responsive to the request, including without limitations any request pursuant to sections 35 or 36.
- 8.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- 8.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town’s FOIP Head.
- 8.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.
- 8.6 The County will maintain the records created under this agreement in accordance with the County’s Corporate Record Structure, until such time as termination of this

Enforcement Services Agreement ~~Memorandum of Agreement~~

agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

8.1 ~~Custody and Control of Records~~

~~Under this agreement, all records requested by the County as the "Requesting Party" or collected, created, maintained or stored by the Town in the performance of the Town's duties under this agreement, except for the Town's records remain under the control of the County and are subject to the Freedom of Information and Protection of Privacy Act.~~

8.2 ~~Access and Correction to Personal Information~~

~~The records transferred to or collected, created, maintained or stored under this agreement for the County as the "Requesting Party" are subject to the access and privacy provisions of the Freedom of Information and Protection of Privacy Act. If the County receives a request for any of these records that are in the Town's custody, it will be the Town's responsibility to provide the records at the Town's expense. The Town must provide them to the FOIP Coordinator of Sturgeon County within 5 (five) calendar days from notification by the FOIP Head.~~

8.3 ~~Protection of Business & Personal Information~~

~~The Town must protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.~~

~~**The town will maintain the security of the records through the following physical measures:**~~

~~In the event records, copies, content, and/or data must be transferred from or to the town—it must be done so in a secure manner and must not be left in an unattended vehicle.~~

~~In the event the records, copies, content and/or data is accessed, reviewed, or otherwise manipulated, the Town must ensure security of the business and personal information.~~

~~The town will maintain the security of the information through the following appropriate information technology security measures:~~

- ~~—Controlled computer access, and~~
- ~~—Authentication of system users~~

Enforcement Services Agreement ~~Memorandum of Agreement~~

~~Transfer of electronic communication/content by way of the town meets industry standards of technology to ensure the security/integrity of Sturgeon County~~

8.4 — Records Retention and Disposition

~~The electronic records created by County Peace Officers and Animal Control Officer in relation to request for assistance files/investigations are under the control of the County in this agreement and are the property of the County and are to be held and disposed of in accordance with the County's corporate Records Structure.~~

8.5 — Maintenance of Records

~~Peace Officer and Animal Control Officer records have been identified and agreed to as being created and/or collected as a result of this agreement. These records must be maintained in line with the County's Corporate Records Structure.~~

9.0 IDEMNIFICATION

- 9.1 Sturgeon's Peace Officers and Animal Control Officer will, when on assignments, comply with any safety and security regulations and procedures in effect regarding Bon Accord's bylaws.
- 9.2 Sturgeon will indemnify and save harmless Bon Accord against all claims, damages and expenses that relate to injury to Sturgeon's Peace Officers and Animal Control Officer while performing Peace Officer and Animal Control Officer functions pursuant to this agreement unless such injury results from a willful or negligent act on the part of Bon Accord, its officers, employees or agents.
- 9.3 Sturgeon shall not be liable for any claims or other legal action that may result from or in any way relate to the Peace Officer and Animal Control Officer services performed on behalf of Bon Accord.
- 9.4 Notwithstanding 9.3 above, Town shall not be liable for any claims or legal action that result from negligence, illegal action or inappropriate behavior on the part of the Peace Officer and Animal Control Officer whether or not the services are being performed on behalf of Bon Accord.

Enforcement Services Agreement ~~Memorandum of Agreement~~

10.0 TERMINATION OF CONTRACT

- 10.1 Either party may terminate this agreement at anytime without cause by giving notice in writing to the other party of not less than 180 days.
- 10.2 Upon termination, Sturgeon shall submit to Bon Accord, an invoice for services rendered but not previously invoiced and Bon Accord shall pay such invoice within thirty (30) days of receipt.

11.0 AMENDMENTS

- 11.1 This agreement may be amended solely by written agreement of both parties.
- 11.2 This agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.

12.0 CONTRACT RENEWAL

- 12.1 Contract renewals will be available subsequent to this agreement as determined by both parties.

13.0 ARBITRATION

- 13.1 Should a dispute arise, the County Commissioner and CAO of each municipality will determine a resolution through discussion and consensus.

14.0 BINDING

- 14.1 This agreement ensures to the benefit of and is binding upon the parties to this agreement and their respective successors and any assignees or Sturgeon and Bon Accord.

15.0 REPRESENTATIVES

- 15.1 The representatives of the parties and the address for notices for the purpose of this agreement are as follows.

- a) Sturgeon County
Representative: CAO
Address: 9613 – 100 Street
Morinville, Alberta T8R 1L9

Enforcement Services Agreement ~~Memorandum of Agreement~~

And

Town of Bon Accord
Representative: CAO
Address: Box 779
Bon Accord, AB T0A 3J0

16.0 SIGNATURES

16.1 This agreement is executed by the parties as of the date shown on the first page of this agreement.

Town of Bon Accord (Mayor)

Sturgeon County (Mayor)

Town of Bon Accord (CAO)

Sturgeon County (CAO)

Enforcement Services Agreement ~~Memorandum of Agreement~~

Schedule A

1. Effective ~~April 1, 2016~~, **January 1, 2022**, the fee schedule will be based on providing 52 weeks of service at one (7.0 Hour Day) per week.

• January 1, 2016 to December 31, 2016 @ \$98.65/hr	\$35,908.60
• January 1, 2017 to December 31, 2017 @ \$101.60/hr	\$36,982.40
• January 1, 2018 to December 31, 2018 @ \$104.65/hr	\$38,092.60
• January 1, 2019 to December 31, 2019 @ \$107.79/hr	\$39,235.56
• January 1, 2020 to December 31, 2020 @ \$111.02/hr	\$40,411.28
• January 1, 2022 to December 31, 2022 @ \$113.24 /hr	\$41,219.36
• January 1, 2023 to December 31, 2023 @ \$115.50/hr	\$42,042.00
• January 1, 2024 to December 31, 2024 @ \$117.81/hr	\$42,882.84
• January 1, 2025 to December 31, 2025 @ \$120.17/hr	\$43,741.88
• January 1, 2026 to December 31, 2026 @ \$122.57 /hr	\$44,615.48

2. Overtime Services, overtime rates after a regular seven (7) hours shift will be charged out at time and a half rate.
3. Commencing on January 1, 2023, the second year of this agreement hourly fees and overtime rates shall increase by ~~three (3)~~ **two (2) percent or Consumer Price Index (CPI) whichever is greater.**
4. Commencing on January 1, 2024, the third year of this agreement hourly fees and overtime rates shall increase by ~~three (3)~~ **two (2) percent or CPI whichever is greater.**
5. Commencing on January 1, 2025, the fourth year of this agreement hourly fees and overtime rates shall increase by ~~three (3)~~ **two (2) percent or CPI whichever is greater.**
6. Commencing on January 1, 2026, the fifth year of this agreement hourly fees and overtime rates shall increase by ~~three (3)~~ **two (2) percent or CPI whichever is greater.**

Enforcement Services Agreement ~~Memorandum of Agreement~~

Note: Consumer Price Index means the annual Edmonton Consumer Price Index (CPI) for “all goods”, as calculated by Statistics Canada for the most recent one-year period as of September 1 of the previous year.