

**MEMORANDUM OF AGREEMENT entered into as of this
1st day of January, 2014 A.D.**

BETWEEN:

THE TOWN OF STONY PLAIN
a Municipality incorporated pursuant to
the Laws of the Province of Alberta,
(Hereinafter referred to as "Stony Plain")

OF THE FIRST PART

- and -

PARKLAND COUNTY
a Municipality incorporated pursuant to
the Laws of the Province of Alberta,
(Hereinafter referred to as "Parkland County")

OF THE SECOND PART

WHEREAS Stony Plain has determined a requirement for shelter services relating to domestic animals, and

WHEREAS Parkland County owns and operates a facility for the hosting of domestic animals for purposes of an animal shelter, and

WHEREAS Parkland County has agreed to provide animal shelter services to neighbouring municipalities on a contract basis, and

WHEREAS Stony Plain would like to enter into an agreement for the contracting out of shelter services, and

WHEREAS Parkland County and Stony Plain acknowledge that it is desirable to enter into an agreement to formalize the roles and responsibilities of each party,

NOW THEREFORE THE AGREEMENT WITNESSETH THAT Stony Plain and Parkland County, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree with each other as follows:

1. Definitions

In this Agreement, the following words and expressions shall have the following meanings:

- a) "Animal Unit" shall mean any individual animal or in the case of a litter of kittens or puppies under the age of 6 months, the litter and parent or the litter in the case of an absent parent shall be considered two animal units.
- b) "Cat" shall mean any male or female species of the feline family.
- c) "Dog" shall mean any male or female species of the canine family.
- d) "Domestic Animal" shall mean any animal that has been tamed and made fit for a human environment, including cats and dogs.
- e) "Effective Date" shall mean the date on which this Memorandum of Agreement is signed by both parties.
- f) "Impounded" shall mean taken into custody of the Parkland County Animal Control Shelter.
- g) "Peace Officer" shall mean a member of the Royal Canadian Mounted Police, or a member of the Town of Stony Plain Enforcement Services.
- h) "Pound Services" shall mean the care, holding, cleaning of and euthanasia and disposal of impounded domestic animals.
- i) "Shelter" shall mean a premises designated by Parkland County for the purpose of impounding and caring for domestic animals.
- j) "Unadoptable" shall mean any domestic animal that has manifested signs of a behavioural or temperamental defect, and who cannot be reasonably trained to behave appropriately, or a domestic animal that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet.

2. Engagement

Stony Plain engages Parkland County to provide Stony Plain with shelter services for domestic animals obtained within the municipal boundaries of Stony Plain.

3. Terms of Agreement

This Agreement shall remain in full force and effect for a term of three (3) years ("the Term") unless terminated by either party to the Agreement by giving written notice as per section 5 – Termination upon Notice. This Agreement shall be renewable at the end of the current term for a successive three year term unless either party gives written notice of its intention not to renew by June 30th of the expiration year.

4. Fees and Charges

The service fees as set out in "Schedule B" shall constitute the fees for the term of the Agreement.

5. Termination Upon Notice

- a) This Agreement may be amended from time to time by written mutual consent of both parties.
- b) This Agreement may be terminated by either party provided such notice to terminate is made in writing by June 30th of any year and shall be effective on December 31st of the same year.

6. Covenants of Stony Plain

- a) Stony Plain agrees to pay the following shelter fees:
 - i. In a case where the owner has not been identified for the duration the domestic animal unit is at the shelter.
 - ii. In a case where an owner has been identified and the owner refuses to pay fees or claim the domestic animal for the duration the domestic animal is at the shelter.
 - iii. In a case where the owner has been identified but attempts to contact the owner have failed for the duration the domestic animal is at the shelter.
- b) To deliver domestic animals, captured by Peace Officers, for impound to the shelter or attend at the shelter when notified of an animal that has been delivered by someone other than a Peace Officer.
- c) Allow Parkland County to adopt out any domestic animal in their custody after three (3) clear days.
- d) Stony Plain agrees to notify Parkland County of any changes in bylaws relating to domestic animals that may impact shelter services.

7. Covenants of Parkland County

- a) To provide shelter services to Stony Plain for a fee as set out in "Schedule B".
- b) To accept any domestic animals caught within the corporate limits of Stony Plain and delivered to the shelter by anyone. Proper identification will be obtained from the person/persons delivering an animal.

- c) To accept any domestic animals impounded under the Animal Protection Act and delivered by a Stony Plain Peace Officer.
- d) To provide proper care and feeding to the domestic animals brought into the Parkland County shelter.
 - i. Parkland County shall keep all impounded domestic animals for a period of at least three (3) days. During that period, any healthy animal may be redeemed by its owner upon receipt of the appropriate shelter fees as described in "Schedule B" for every 24 hour period or fraction thereof that the domestic animal is housed.
 - ii. Parkland County will endeavour to adopt animals to a potential new owner or release the domestic animal to a rescue agency at the earliest possible opportunity.
 - iii. Any impounded domestic animal, which appears to be in distress in accordance with the Animal Protection Act, shall be dealt with as provided for in the Act.
 - iv. To deliver any impounded domestic animals in need of veterinarian care forthwith to a veterinarian.
 - v. Parkland County will be respectful and cognizant of Stony Plain's existing bylaws.
- e) To obtain and maintain throughout the Term public liability insurance in the sum of at least \$5,000,000.00 per occurrence or such greater sum as Parkland County shall from time to time stipulate such insurance to cover against any claims for bodily injury, death and property damages arising of the Agreement, of the performance by Parkland County of its obligation hereunder, the policy to include Parkland County as a named insurer.

8. Force Majeure

Parkland County shall not be liable to Stony Plain for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen from "Force Majeure" which, for the purposes of this Agreement, means any cause not within the reasonable control of Parkland County including, without limitations, interruption of telecommunications, any utility service, acts of God, strikes or other industrial disturbances, acts of war, and civil disturbance. Where Parkland County is prevented from carrying out its obligations hereunder due to Force Majeure, Parkland County shall, as soon as possible, give notice of the occurrence of such Force Majeure to Stony Plain and Parkland County shall thereupon be excused from the performance of such

obligations for the period of time directly attributable to the effect of the Force Majeure.

9. Waiver

No consent or waiver, expressed or implied, by either party to or of any particular breach or default by the other party shall be deemed to be a consent or waiver to or of any other breach or default hereunder.

10. Further Assurances

The parties each covenant to do such things and execute such further documents as may be necessary or advisable to carry out the terms of this Agreement.

11. Notices

Any notice, demand, approval, consent, information, agreement, request or other communication to be given under or in connection with this Agreement shall be in writing and sent to the respective address below:

**Parkland County
53109A Hwy 779
Parkland County, Alberta T7Z 1R1**

**Town of Stony Plain
4905 – 51 Avenue
Stony Plain, Alberta T7Z 1Y1**

Any notice delivered personally or sent by facsimile transmission shall be deemed to be received on the date of delivery. A notice sent by mail shall be deemed to be delivered on the third business day following the date of mailing. In the case of a postal strike or other disruption of service, only delivery either personally or by facsimile transmission shall be effective.

12. Agreement

This Agreement:

- a) Supersedes any previous Shelter Services Agreements entered into between Parkland and Stony Plain;
- b) Constitutes the entire Agreement between the parties;
- c) May only be amended by a further agreement in writing signed by both parties;

- d) Is not assignable, either wholly or in part, without prior written consent;
- e) Ensures to the benefit of and is binding upon the parties and their respective successors and permitted assigns; and
- f) Includes Schedules A through E, which form part of this Agreement, and identify:
 - i. Responsibilities of Stony Plain Peace Officers and Parkland County;
 - ii. Fees and Charges for Shelter Services;
 - iii. Statistical Reporting by Parkland County;
 - iv. Complaint Process used to identify perceived breaches to this Agreement; and
 - v. Complaint Form.

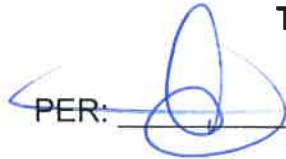
IN WITNESS OF WHICH the parties have executed this Agreement

PARKLAND COUNTY

PER: _____

PER: _____

THE TOWN OF STONY PLAIN

PER:  _____

PER:  _____

Schedule "A"

Responsibilities of Stony Plain Peace Officers and Parkland County

Stony Plain:

1. Deliver any domestic animals caught, by Peace Officers to the Parkland County Shelter or attend at the Shelter when notified of the delivery of an animal by someone other than a Peace Officer.
2. Scan all domestic animals for microchips and make reasonable efforts to find any visible tattoos.
3. The Officer will attempt to determine the gender of the animal being impounded, including whether the male animal has been neutered.
4. If tattoos or microchips are found the Officer will attempt to identify the owner. If an owner is identified, the Officer will contact them to advise them of their animals' whereabouts.
5. Officers will place any impounded animals into a kennel and ensure that the animal is provided with both food and water.
6. At the time of impoundment, Officers will fill out a Parkland County Impoundment Card. On the Card, they will list all the pertinent information of the animal as well as include the owners information, if found, and all the steps taken to contact the owner. Any additional information relative to the physical condition or disposition of the animal should also be noted to assist Parkland County shelter staff.

Parkland County

1. Parkland County will provide the necessary equipment to scan animals for microchips.
2. Parkland County will supply any impounded animals with food, water and shelter.
3. If any animal is found to be in distress and requiring veterinary care, Parkland County will deliver the animal to a qualified veterinarian.
4. Parkland County will make reasonable efforts to reunite impounded animals with their owners through the use of the Parkland County website, which includes a photograph and file information relative to the animal. If the owner cannot be found after 72 hours, Parkland County will evaluate impounded animals to determine eligibility for adoption / rescue.

5. When an animal is claimed from the Shelter, Parkland County will ensure that the owner completes a Release Form, confirming that they are the rightful owner of the animal(s) and were the rightful owner of the animal(s) prior to and at the time of impoundment.
6. Where an impounded animal is deemed to be a candidate for adoption (e.g., not a liability risk), Parkland County will advertise the availability of the animal for adoption through the Parkland County website, through a network of Rescue Agencies and where possible, through the media (i.e., Pet of the Week).

Schedule "B"

Fees and Charges for Shelter Services

1. Pound fees for domestic animals will be charged back to Stony Plain at a rate of \$22.50 per day or any portion thereof per animal unit.
2. A fee of \$80.00 will be charged back to Stony Plain for any domestic animals deemed Unadoptable and thereby disposed of, or any animal in which Parkland County has assumed ownership of in accordance with this Agreement per animal unit.
3. Veterinary fees, as required, will be invoiced on a quarterly basis to Stony Plain (these charges are normally only required on an emergency basis).
4. An administration fee will be charged back to Stony Plain which is based on the Operational Costs for the Animal Shelter that include:
 - Animal Shelter Building Operational Costs (i.e., utilities)
 - Support Staff;
 - Pound Keeper;
 - General Administration costs (Report Exec software, advertising, Pet Lynx membership maintenance, etc.);
 - 10% cost of Animal Control Officers associated to outside agencies;
 - Annual maintenance / operation of incinerator; and
 - General services and supplies:
 - Vehicle charge
 - Equipment replacement
 - Supervisors time in relation to file review and quality control.

The monthly administration fee is based on services provided to Stony Plain in 2012 which represents 29% of the total annual operational expenses for the Shelter. This amount, \$49,865, then charged back to the Town of Stony Plain on a monthly basis in twelve equal instalments for 2014. The rate charged for 2014 and subsequent years shall be 100% of the costs proportioned to the Town of Stony Plain based on the total volume of animals brought to the shelter. Statistics and costs shall be utilized from the last full calendar year.

Parkland County will forward to the Town of Stony Plain by June 30th the rate to be charged by Parkland County for each year, based on the total business generated and respective portion of the Operational costs.

5. Parkland County will invoice Stony Plain on the 15th of each month. GST will not be collected by Parkland County for any fees relating to any service provided in accordance with this Agreement and therefore on behalf of a Municipality in the Province of Alberta.

Schedule "C"

Statistical Reporting by Parkland County

1. In accordance with Section 4 of Schedule "B" Parkland County will provide yearly statistics to Stony Plain by February 28 of each year, detailing the following:
 - a) The numbers of domestic animals delivered to the pound by Peace Officers broken down by species.
 - b) The number of domestic animals delivered to the pound by all others broken down by species.
 - c) The number of domestic animals euthanized.
 - d) The number of domestic animals claimed by their owners.
 - e) The number of domestic animals adopted out.
 - f) The number of domestic animals Parkland County took ownership of.

Schedule "D"

Complaint Process

If there are any disputes arising in relation to this Agreement the following steps will be taken:

1. The "Complaint Form" in Schedule "F" will be completed by the officer filing the complaint.
2. The completed form will be forwarded to the officer's immediate supervisor.
3. If the complaint is in relation to Stony Plain it will be investigated by the Director of Community and Protective Services, or their designate. If the complaint is in relation to Parkland County it will be investigated by the Manager of Community and Protective Services, or their designate.
4. Within 30 days of receiving a complaint the results of the investigation will be released to the other municipality.
5. If there is a complaint against a Peace Officer regarding anything else the formal complaint process as laid out by the Peace Officer Act Alberta shall be followed.

Schedule "E"

Complaint Form

[illegible]