

MEMORANDUM OF AGREEMENT, made this ____ day of _____ 2014

BETWEEN: Parkland County
A Municipal Corporation in the Province of Alberta
(hereinafter called "The County")

OF THE FIRST PART

-and-

NAME: Village of Spring Lake
A Municipal Corporation in the Province of Alberta
(hereinafter called "The Village")

OF THE SECOND PART

ENFORCEMENT SERVICES AGREEMENT

Whereas Parkland County has in its employment Community Peace Officers and the County has been requested to supply enforcement service to the Village of Spring Lake.

AND WHEREAS the Community Peace Officers employed by the County have been appointed by Alberta Solicitor General and Public Security as having jurisdiction to enforce within the boundaries of the County, the following provincial legislation: The Animal Protection Act, the Dangerous Dog Act, The Traffic Safety Act, the Stray Animal Act, the Petty Trespass Act, the Environmental Protection and Enhancement Act, Part 9 Division 2, the Gaming and Liquor Act, and the Provincial Procedures Act (herein after referred to as "Provincial Legislation")

AND WHEREAS the Community Peace Officers employed by The County and The Village will seek from the Alberta Solicitor General and Public Security, the appointment of the Community Peace Officers thus having jurisdiction to enforce within the boundaries of the Village the authority referred to in the proceeding paragraphs;

AND WHEREAS the Peace Officer Act, Statutes of Alberta, 2006, c P3.5, requires that an Agreement be entered into between the County and the Village respecting the provision of enforcement services through the employment of common Community Peace Officers;

NOW THEREFORE this Agreement witnesses that in consideration of the terms and conditions contained in this Agreement, the County and the Village agree as follows:

1. The term of this Agreement shall commence on the date that Alberta Solicitor General and Public Security appoints the Community Peace Officers as having authority within the Village referred to in the preamble of this Agreement and shall be terminated on the 31st day of December 2017 unless extended further by agreement of the parties.
2. The County agrees to supply to the Village, with enforcement services through the Community Peace Officers employed by the County. The enforcement services provided to the Village shall mean:
 - a. Enforcement of the Provincial Legislation and Village Bylaws
 - b. Fulfillment of the above:
 - i. In accordance with Parkland County Mission Statement and Core Values, attached as Schedule "A" and as amended by the County from time to time,
 - ii. In accordance with the County's Disciplinary policy, attached as Schedule "B",
 - iii. In accordance with the County's Code of Conduct Policy, attached as Schedule "C", and job descriptions, attached as Schedule "D"
 - c. To a level of services similar to that provided by the Community Peace Officers to the County.
3. The County agrees to supply the Community Peace Officers Service, herein after referred to as Enforcement Services, to the Village within the boundaries of the village.
4. Subject to the following, the County agrees to supply Community Peace Officers per month:
 - a. To a maximum of six hours of proactive patrols,
 - b. Respond to and investigate complaints and
 - c. Time spent travelling to and from the Village shall not be included in the calculation, with the exception, in overtime situations and special requests from the village travel time to and from the Village

5. It is understood that enforcement services will be scheduled to be provided during Enforcement Services regular business hours:
 - a. Sunday through to Thursday from 7:00 a.m. to 11:00 p.m. and
 - b. Friday to Saturday from 7:00 a.m. to 1:00 a.m.
6. Where a Community Peace Officer is suspended, with or without pay, as a disciplinary measure relating to services provided pursuant to this Agreement, the enforcement services provided pursuant to this Agreement may be reduced on a pro-rated basis. If a Community Peace Officer is suspended with pay then the Village will be responsible to reimburse the County as if the Community Peace Officer had provided the enforcement service.
7. The Village agrees to pay to the County eighty dollars (\$80.00) per hour for enforcement services supplied for:
 - a. Operating cost, such as but not limited to:
 - i. High visibility patrols
 - ii. Prompt response to complaints
 - iii. Investigational time
 - iv. Investigational reports
 - v. Follow-up with the complainant(s)
 - vi. Issuing violation tickets for breaches of Provincial Legislation and Municipal Bylaws
 - vii. Court preparation and court time,
8. Plus an additional \$2,200.00 per month for:
 - a. Capital cost, such as but not limited to:
 - i. Fuel and maintenance of patrols vehicles
 - ii. Laptop computers
 - iii. Aircards
 - iv. Cellular Telephone
 - v. Uniforms
 - vi. Training and professional development
 - vii. Salaries and benefits
 - viii. Office supplies and

b. Administrative costs, such as but not limited to:

- i. Compliance with the Alberta Peace Officer Act and the Peace Officer Program
- ii. Processing court documents by Support Staff
- iii. Supervisory review of all investigations and reports
- iv. Monthly reports high-lighting Enforcement Services' activities in the Village
- v. Monthly invoicing for Enforcement Services
- vi. Detailed Quarterly reports
- vii. Enforcement Services Supervisor attending Village Council Meeting as requested.

c. The hourly rate for the following year will be determined in June of the preceding year, by agreement of the Village and the County.

d. The Village shall be billed for Enforcement Services by the fifteenth of the month following the month in which the service was provided; The Village shall pay the billed amount within thirty days of the billing date.

9. Under circumstances where a municipality is entitled to receipt of such fines or penalties, the Village shall receive all fines or penalties relating to the enforcement of Provincial Legislation or Municipal Bylaws as generated from the enforcement services supplied pursuant to this Agreement.

10. Alberta Justice covers the cost of prosecuting Provincial Legislation

11. The Village will bear the cost of prosecuting Municipal Bylaws.

12. The Village shall add the County as a named insured under the Villages' general liability insurance policy, for the purposes of the enforcement services provided under this Agreement. The Village shall maintain this insurance coverage and in full force and effect throughout the currency of the Agreement.

13. The Village agrees to be liable for the actions of the Community Peace Officers while any one of them are on duty or otherwise supplying the enforcement services to the Village pursuant to this Agreement.

14. The Village acknowledges that any complaint received by it with respect to the provision of enforcement services by the Community Peace Officers pursuant to this Agreement shall be immediately forwarded to the Manager of Community and Protective Services for the County. Any disciplinary action taken against the Community Peace Officer as a result of these complaints shall be administered by the County as

outlined in the Alberta Solicitor General and Public Security Peace Officer Program and/or the Disciplinary Policy contained in Schedule "B".

15. If the appointments of Community Peace Officers from Alberta Solicitor General and Public Security for the jurisdiction of the Village are terminated, then this Agreement will similarly immediately be terminated.

16. Notwithstanding Clause 15 above, either party may terminate this Agreement without cause by providing written notice to the other by June 30 of the current year to take effect January 1 of the next year.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement, as of the

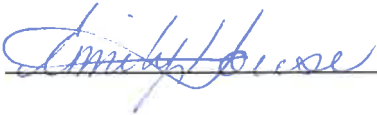
The _____ day of _____ 2013.

PARKLAND COUNTY

Per _____

Per _____

VILLAGE OF SPRING LAKE

Per  _____

Per _____