

## Enforcement Services Agreement

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Entered into this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

And

**Summer Village of Sandy Beach**  
in the Province of Alberta  
(Hereinafter referred to as “Sandy Beach”)

WHEREAS, Sandy Beach desires to engage the services of Sturgeon as an independent contractor to provide services as Peace Officers and Sandy Beach 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 Sandy Beach in order to assist in its municipal operations.
- 1.2 Sturgeon has been asked by Sandy Beach to provide Peace Officer services.

### **2.0 DESCRIPTION AND SCOPE OF SERVICES**

- 2.1 Sturgeon will, on behalf of Sandy Beach, supply Peace Officer services to Sandy Beach 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 Sandy Beach will provide office space, support staff and assistance as required.

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## **3.0 APPOINTED PEACE OFFICER**

- 3.1 For the purposes of the applicable provincial legislation and municipal bylaws relating to Peace Officer services, Sandy Beach shall designate Sturgeon's Peace Officers as its Peace Officers and Bylaw Officers as required.
- 3.2 Both Sturgeon and Sandy Beach 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 shall perform the required duties using independence and judgment in relation to the relevant bylaws and provincial statutes.
- 4.2 The appointed Peace Officers will endeavor to maintain reasonable and effective enforcement of bylaws and provincial statutes in Sandy Beach.
- 4.3 Sturgeon shall deal with complaints and discipline of its Peace Officers 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 June 1, 2023 and June 1, 2024.
- 5.3 This Agreement, unless terminated in accordance with Clause 10.0 may be extended twice for one year for a total of two years upon mutual agreement of Sturgeon and Sandy Beach.

## **6.0 FEES, EXPENSES AND PAYMENTS**

- 6.1 The cost of Peace Officer services is set out in Schedule "A" which Sandy Beach agrees to pay to Sturgeon in the manner provided in Article 6.2;
- 6.2 This is a fee for service arrangement when hours are filled, work is completed those hours will be invoiced accordingly at the rate shown in Schedule A". The Summer Village will forward, upon being invoiced by the County, within 60 days the amount shown in Schedule "A".

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- 6.3 Should Sandy Beach request additional Peace 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 that is obtained by Sandy Beach 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 Sandy Beach that is obtained by Sturgeon's Peace Officers shall be treated as confidential and shall not be disclosed without prior approval by Sandy Beach.

### **8.0 CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS**

- 8.1 The Summer Village 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 Summer Village shall notify the County and the County will, without delay, provide the Summer Village with records responsive to the request, including without limitations any request pursuant to sections 35 or 36 of FOIP Act.
- 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 Summer Village's FOIP Head.
- 8.5 The County will cooperate with investigations undertaken by the Summer Village, by a third party instructed by the Summer Village, 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 agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Summer Village at the Village's sole expense.

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### **9.0 IDEMNIFICATION**

- 9.1 Sturgeon's Peace Officers will, when on assignments, comply with any safety and security regulations and procedures in effect regarding Sandy Beach's bylaws.
- 9.2 Sturgeon will indemnify and save harmless Sandy Beach against all claims, damages and expenses that relate to injury to Sturgeon's Peace Officers while performing Peace Officer functions pursuant to this agreement unless such injury results from a willful or negligent act on the part of Sandy Beach, 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 services performed on behalf of Sandy Beach.
- 9.4 Notwithstanding 9.3 above, The Summer Village 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 whether or not the services are being performed on behalf of Sandy Beach.

### **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 60 days.
- 10.2 Upon termination, Sturgeon shall submit to Sandy Beach, an invoice for services rendered but not previously invoiced and Sandy Beach shall pay such invoice within sixty (60) 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.

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### 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 Sandy Beach.

### 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: Manager of Protective Services  
Address: 9613 – 100 Street  
Morinville, Alberta T8R 1L9

And

Summer Village of Sandy Beach  
Representative: CAO  
Address: RR#1, Site 1, Box 63  
Onoway, AB T0E 1V0

### 16.0 SIGNATURES

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

*Denise Lambert*  
\_\_\_\_\_  
Summer Village of Sandy Beach (Mayor)  
*Rudolf Liebenberg*  
\_\_\_\_\_  
Summer Village of Sandy Beach (CAO)



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Sturgeon County (Mayor)

\_\_\_\_\_  
Sturgeon County (CAO)

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### SCHEDULE "A"

1. Effective June 1, 2023 the fee schedule will be based on a fee for service model in which the County agrees to provide One Hundred and Fifty hours of Enforcement Service as requested or planned by the Summer Village's representative. This remains in effect for the duration of the term.

- June 1, 2023 to June 1, 2024 @ \$119.92/hr multiplied by 150 hours equates to a total value of \$17,988.00

Commute time from the County to Sandy Beach and return will be included within the hours outlined in the agreement. Commute time will be recorded as fifteen minutes to Sandy Beach and fifteen minutes for the return to the County, for a total of thirty (30) minutes each time services are requested or planned.

When hours are fulfilled they will be subtracted from the overall total (150 hours) and recorded by representatives.

2. Additional hours above the agreed upon One Hundred and Fifty (150) hours will be charged out at time and a half rate if the County's scheduling allows for additional hours.