

This Agreement made this \_\_ day \_\_\_\_\_ of 2024

Between:

**Sturgeon County**  
of 9613-100 Street  
Morinville AB, T8R 1L9  
A Municipal Corporation in the Province of Alberta,  
(hereafter referred to as the “County”)

OF THE FIRST PART  
AND

**Town of Morinville**  
10125 100 Ave,  
Morinville, AB, T8R 1L6  
A Municipal Corporation in the Province of Alberta,  
(hereafter referred to as the “Town”)

OF THE SECOND PART

WHEREAS, the County and Town employ Community Peace Officers, and

WHEREAS, both parties own or lease lands in the municipal boundaries of the other municipality, and

WHEREAS, the County and the Town are desirous of applying and enforcing provincial acts and regulations their respective municipally-operated properties, and

WHEREAS, both municipalities will seek from the ministry responsible for Community Peace Officers, the appointment of the Community Peace Officers thus having jurisdiction for the appointed statutes within both municipalities, and

WHEREAS, the *Peace Officer Act, R.S.A 2007, Chapter P-3.5*, requires that an agreement be entered into between both municipalities,

NOW THEREFORE, this agreement witnesses that in consideration of the terms and conditions contained in this agreement, the County and the Town set out as follows:

## **1.0 SCOPE OF SERVICES**

- 1.1 Provincial Acts and regulations as outlined on the Community Peace Officer appointments may be enforced by County employed Community Peace Officers in County owned or leased buildings, parking lots and on land within the Town’s municipal jurisdiction but not including Automated Traffic Enforcement operations.
- 1.2 Provincial Acts and regulations as outlined on the Community Peace Officer appointments may be enforced by Town employed Community Peace Officers in Town owned or leased buildings,

parking lots and on land within the County's municipal jurisdiction but not including Automated Traffic Enforcement operations.

1.3 In exceptional circumstances, the Director of Emergency Management, Emergency Coordination Centre Director, or the Manager responsible for the Community Peace Officer program may initiate a mutual aid request for resources to enforce provincial acts and regulations as outlined on the Community Peace Officer appointments. The request for mutual aid shall be communicated in writing and communicated to the respective Manager or delegate. These requests are to be made for short-duration events or emergency situations. The municipality providing resources may invoice the requesting party for requests beyond 8 hours or incremental operating expenses.

1.4 Both municipalities acknowledge that any complaint received with respect to the provision of Community Peace Officer Services by Community Peace Officers pursuant to this agreement shall be immediately forwarded to the respective municipal person designated to receive such complaints pursuant to the disciplinary policies in place for the department.

## **2.0 APPOINTED COMMUNITY PEACE OFFICER**

2.1 For the purposes of the applicable provincial legislation relating to Community Peace Officer services, the Town and the County shall designate Community Peace Officers as required.

2.2 The Town and the County shall take all necessary steps to obtain any necessary Provincial approvals to provide the services under this Agreement.

2.3 If the Authorization to Employ Community Peace Officers for either municipality is terminated by the Alberta Justice and Solicitor General, then this agreement will similarly be immediately terminated.

## **3.0 LEVEL AND STANDARDS**

3.1 The appointed Community Peace Officers shall perform the required duties using independence and judgment in relation to the relevant bylaws and provincial statutes.

3.2 The appointed Community Peace Officers will endeavor to maintain reasonable and effective enforcement of bylaws and provincial statutes in their respective municipal jurisdiction.

3.3 Each municipality shall deal with complaints and discipline of their respective Community Peace Officers in relation to services provided under this Agreement in accordance with their respective Bylaws and policies.

## **4.0 EXPENSES AND FINES**

4.1 Each municipality shall be liable for all costs and actions of their Community Peace Officers.

4.2 Each municipality shall maintain general liability insurance coverage covering the Community Peace Officer Services provided under this agreement.

4.3 Fines generated through enforcement by County Community Peace Officers will be collected and retained by the County.

4.4 Fines generated through enforcement by any Town Community Peace Officers will be collected and retained by the Town.

## **5.0 INDEMNIFICATION**

5.1 Each municipality agrees to indemnify and save harmless the other municipality (or their agents, servants, officers, elected officials or employees) with respect to any claim, action, suit, proceeding or demand including those related to negligence, made or brought against the municipality (or any of them, their agents, servants, officer, elected officials, or employees) by third party with respect to any occurrence, incident, accident or happening relating to the provision of Community Peace Officer services pursuant to this agreement, excepting any occurrence, incident, accident involving negligence or intentional torts by each municipality (or their agents, servant, elected officials or employees).

## **6.0 TERM**

6.1 This agreement will come into effect upon it being signed by both parties.

## **7.0 TERMINATION OF CONTRACT**

7.1 Either municipality may terminate or suspend this agreement without cause by providing 60 days written notice to the other municipality.

7.2 If any municipality terminates this agreement, Alberta Justice and Solicitor General will be advised within two business days of this termination and instructed to amend the Community Peace Officer appointments by removing the other municipality's jurisdiction.

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

8.1 Each municipality will retain control of all their 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, each municipality, without delay, will respond with records responsive to the request, including without limitations any request pursuant to sections 35 or 36 of the FOIP Act.

8.3 Each municipality 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 Each municipality will immediately report and manage any unauthorized use or disclosure or suspected unauthorized use or disclosure of information.

8.5 Each municipality will cooperate with investigations undertaken by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.

8.6 Each municipality will maintain the records created under this agreement in accordance with their respective policies, until such time as termination of this agreement.

## **9.0 AMENDMENTS**

9.1 This agreement may be amended solely by written agreement of both parties.

9.2 This agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.

## **10.0 DISPUTE RESOLUTION**

10.1 In the event of a dispute, the parties must notify each other in writing within 5 business days of the dispute occurrence. Parties will mutually agree to meet and discuss the dispute as soon as possible. In the event that dispute resolution takes longer than 30 calendar days, the aggrieved party may seek third party mediation or alternative dispute resolution services to support resolution or provide termination notice as per section 7.1.

## **11.0 BINDING**

11.1 This agreement ensures to the benefit of and is binding upon the municipalities to this agreement and their respective successors and any assignees.

## **12.0 REPRESENTATIVES**

12.1 The representatives of the parties and the address for notices for the purpose of this agreement are as follows:

For the County: Chad Moore  
Manager, Protective Services  
9613 100 St.  
Morinville, AB T8T 0S1  
Email: [cmoore@sturgeoncounty.ca](mailto:cmoore@sturgeoncounty.ca)

For the Town: Bradley Boddez  
Fire Chief / Manager, Community Safety Services  
10125 100 Ave.  
Morinville, AB T8R 1L9  
Email: [brad.boddez@morinville.ca](mailto:brad.boddez@morinville.ca)

The Parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

Date: _____	<b>TOWN OF MORINVILLE</b> _____ Per: <i>Simon Boersma, Mayor</i>
	_____ Per: <i>Michelle Hay, Interim Chief Administrative Officer</i>
Date: _____	<b>STURGEON COUNTY</b> _____ Per: <i>Alanna Hnatiw, Mayor</i>
	_____ Per: <i>Travis Peter, Interim Chief Administrative Officer</i>