

Enforcement Services Agreement

Entered into this ____ day of ____ 2025 (the "Effective Date").

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

And

Summer Village of Sunrise Beach
in the Province of Alberta
(Hereinafter referred to as "Sunrise Beach")

WHEREAS, Sunrise Beach desires to engage the services of Sturgeon to provide the services of its Peace Officers and Sunrise Beach desires to accept Sturgeon's engagement 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 Sunrise Beach in order to assist in its municipal operations.
- 1.2 Sturgeon has been asked by Sunrise Beach to provide Peace Officer services.

2.0 DESCRIPTION AND SCOPE OF SERVICES

- 2.1 Sturgeon will, on behalf of Sunrise Beach, supply Peace Officer services to Sunrise Beach which services will include the enforcement of municipal bylaws and such provincial statutes as the Peace Officer shall be authorized by applicable legislation to enforce. Sturgeon shall provide an enforcement vehicle and related vehicle equipment and shall be responsible for all costs associated with the same including maintenance, replacement, and insurance.
- 2.2 Sunrise Beach will provide office space, support staff and assistance to Sturgeon's Peace Officers as required.

3.0 APPOINTED PEACE OFFICER

- 3.1 For the purposes of the applicable provincial legislation and municipal bylaws relating to Peace Officer services, Sunrise Beach shall designate Sturgeon Peace Officers as its Peace Officers and Bylaw Officers as required.

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- 3.2 Both Sturgeon and Sunrise 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 accordance with 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 Sunrise Beach.
- 4.3 Sunrise Beach acknowledges, accepts and agrees that in the event where a Sturgeon incident is deemed to be a priority by Sturgeon, Sturgeon may be unable to provide the Peace Officer services under this Agreement to Sunrise Beach. Sunrise Beach shall have no claim for damages or compensation arising out of the failure or refusal of Sturgeon to provide the services under this Agreement due to a conflicting requirement for such Peace Officer services in Sturgeon.
- 4.4 Sturgeon shall deal with pay, benefits, workers' compensation coverage, 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 on the Effective Date and shall remain in effect for a period of five (5) years, unless earlier terminated in accordance with this Agreement.
- 5.2 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 Sunrise Beach by their designated representatives.

6.0 FEES, EXPENSES AND PAYMENTS

- 6.1 The cost of Peace Officer services is set out in Schedule "A" which Sunrise 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 of receipt, the amount shown in Schedule "A".
- 6.3 Should Sunrise 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, in writing, to provide the service.

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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 Sunrise Beach shall be treated as confidential and shall not be disclosed without prior approval by Sturgeon or as required by law.
- 7.2 Unless required by law, any data or other information concerning Sunrise Beach that is obtained by Sturgeon's Peace Officers shall be treated as confidential and shall not be disclosed without prior approval by Sunrise Beach or as required by law.

8.0 CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

- 8.1 Sunrise Beach 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 (FOIPP) Act* for a record created under this agreement, Sunrise Beach shall notify Sturgeon and Sturgeon will, without delay, provide Sunrise Beach with records responsive to the request, including without limitations any request pursuant to sections 35 or 36 of the FOIPP Act.
- 8.3 Sturgeon 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 Sturgeon will immediately report any unauthorized use or disclosure or suspected unauthorized use or disclosure of information created under this agreement to Sunrise Beach's FOIPP lead.
- 8.5 Sturgeon will cooperate with investigations undertaken by Sunrise Beach, by a third party instructed by Sunrise Beach, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.
- 8.6 Sturgeon will maintain the records created under this agreement in accordance with Sturgeon's Corporate Record Structure, until such time as this Agreement terminates. Upon termination of this Agreement, Sturgeon will transfer the records in its custody to Sunrise Beach at Sunrise Beach's sole expense.

9.0 INDEMNIFICATION

- 9.1 Sturgeon's Peace Officers will, when on assignments, comply with any safety and security regulations and procedures in effect regarding Sunrise Beach's bylaws.

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- 9.2 Sturgeon will indemnify and save harmless Sunrise 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 Sunrise 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 Sunrise Beach.
- 9.4 Notwithstanding 9.3 above, Sunrise Beach 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 Officers whether or not the services are being performed on behalf of Sunrise Beach.

10.0 TERMINATION OF CONTRACT

- 10.1 Either party may terminate this agreement at any time without cause by giving notice in writing to the other party of not less than 6 (six) months.
- 10.2 In the event that either Party is in breach of this Agreement, the non-defaulting Party may provide written notice requiring such Party to remedy the default within 14 days, failing which the non-defaulting Party may terminate this Agreement immediately, without limitation to any other rights or remedies it may have.
- 10.3 Upon termination, Sturgeon shall submit to Sunrise Beach, an invoice for services rendered but not previously invoiced and Sunrise Beach shall pay such invoice within sixty (60) days of receipt.

11.0 AMENDMENTS

- 11.1 This Agreement may be amended only by written agreement of both parties.
- 11.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the parties.

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 DISPUTE RESOLUTION

- 13.1 Should a dispute arise between the parties in relation to this Agreement, the Chief Administrative Officer of each party 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 Sunrise 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.

Sturgeon County

Representative: Manager of Protective Services
Address: 9613 - 100 Street
Morinville, Alberta T8R 1L9

And

Summer Village of Sunrise Beach

Representative: CAO
Address: Box 1197,
Onoway, Alberta T0E 1V0

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16.0 SIGNATURES

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

Summer Village of Sunrise Beach (Mayor)

Sturgeon County (Mayor)

Summer Village of Sunrise Beach (CAO)

Sturgeon County (CAO)

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Schedule “A”

1. As of the Effective Date, the fee schedule will be based on a fee for service model in which Sturgeon agrees to provide up to One Hundred and Fifty hours of Enforcement Service as requested by Sunrise Beach.

- a. For 2025, the hourly rate is \$119.92/hr, multiplied by 150 hours equates to a total value of \$17,988.00.
- b. Commencing on January 1st of each subsequent year of this Agreement, the hourly fees and overtime rates shall increase by two (2) percent.

Travel time to and from Sunrise Beach will be included within the hours outlined in the Agreement. Travel time will be recorded as fifteen minutes to Sunrise Beach and fifteen minutes for the return to Sturgeon, 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 Sturgeon.

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

3. Sturgeon County will invoice Sunrise Beach the equivalent of 15 hours of Enforcement Service immediately following the Effective Date and the equivalent of 5 hours of Enforcement Service on or near January 1st of each subsequent year at the new hourly rate to cover the cost of administrative duties taken on by Sturgeon related to this Agreement.