

**THIS AGREEMENT** made effective the 1st day of March 2020

**BETWEEN:**

**FLAGSTAFF COUNTY**  
(the "County")

**AND**

**TOWN OF \_\_\_\_\_**  
(the "Municipality")

**PEACE OFFICER SERVICES AGREEMENT**

**WHEREAS** Section 54 of the *Municipal Government Act*, RSA 2000, c M-26, allows a municipality to provide a service in another municipality with the agreement of the other municipality;

**AND WHEREAS** the Municipality desires to have the County provide Peace Officer Services within the Designated Area;

**AND WHEREAS** the County agrees to provide the Municipality with Peace Officer Services within the Designated Area, on the terms and conditions contained herein;

**AND WHEREAS** the County is authorized under the *Peace Officer Act*, SA 2006, c.P-35, to employ Peace Officers having jurisdiction to enforce the Provincial Legislation within Alberta, subject to the restrictions set out in the County's Authorization;

**AND WHEREAS** the Peace Officers employed by the County have been duly appointed under the *Peace Officer Act*, SA 2006, c.P-35, as having jurisdiction to enforce the Provincial Legislation within Alberta, subject to the restrictions set out in the Peace Officer Appointments;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

**ARTICLE 1**

**1.1** Definitions

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "Agreement" means this Peace Officer Services Agreement between the County and the Municipality;
  - (b) "County's Authorization" means the County's authorization to employ or engage Peace Officers, as amended or replaced from time to time, issued pursuant to the *Peace Officer Act*, SA 2006, c.P-35;
  - (c) "Designated Area" means the area contained within the legal municipal boundaries of the Municipality;
  - (d) "Enforcement Revenue" means all income, in any form, that is generated by, or arises from, the provision of the Peace Officer Services during the Term. Without restricting the generality of the foregoing, this shall include any funds arising from the enforcement of the Provincial Legislation within the Designated Area, including fines and penalties, funds generated by tickets or tags, and proceeds arising from prosecution of offences.
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- (e) “Peace Officer” means a person that has been appointed as a Peace Officer under the *Peace Officer Act*, SA 2006, c.P-35, as amended or repealed and replaced from time to time;
- (f) “Peace Officer Appointments” means the appointment(s) of Peace Officer(s) employed or engaged by the County, as amended or replaced from time to time, made pursuant to the *Peace Officer Act* SA 2006, c.P-35;
- (g) “Peace Officer Services” means those activities reasonably related to the enforcement of the Provincial Legislation within the Designated Area, excluding any portions of the Designated Area that fall outside the jurisdiction prescribed in the County’s Authorization or the Peace Officer Appointments, but shall not include the enforcement of the Municipality’s bylaws or the capturing and/or transportation of any stray animals. The level of service shall be similar to that provided by the Peace Officers to the County, but there shall be no guaranteed service hours, and the County shall have sole discretion to determine how services are provided, the number of Peace Officers employed, the allocation of Peace Officers, and the number and allocation of service hours provided pursuant to this Agreement;
- (h) “Provincial Legislation” means
  - i) Animal Protection Act;
  - ii) Dangerous Dogs Act;
  - iii) Environmental Protection and Enhancement Act (Part 9. Division 2);
  - iv) Gaming, Liquor and Cannabis Act (Sections 83, 84, 87, 89, 90.24, 90.25, 90.26, 90.27, 90.28, 90.29, 107, 108, and 115 subject to section 53 of the *Police Act*);
    - Authority to enforce the *Gaming, Liquor and Cannabis Regulation* is restricted to Section 87.1
  - v) Highways Development and Protection Act (authority is restricted to local roads only);
  - vi) Petty Trespass Act;
  - vii) Provincial Offences Procedure Act;
  - viii) Tobacco and Smoking Reduction Act;
  - ix) Traffic Safety Act; and
  - x) Trespass to Premises Act;
 as amended or repealed and replaced, from time to time.

## ARTICLE 2

### 2.1 Engagement

The Municipality hereby engages the County to provide the Municipality with the Peace Officer Services within the Designated Area, and County hereby agrees to provide the Municipality with the Peace Officer Services within the Designated Area.

### 2.2 Term

This Agreement will be in effect for a term of three (3) years, commencing on March 1, 2020 and expiring on February 28, 2023 (the “Term”), unless sooner terminated in accordance with the Agreement.

## ARTICLE 3

### 3.1 Enforcement Revenue

- (a) The County is entitled to all Enforcement Revenue.
- (b) All Enforcement Revenue that the County receives directly shall be retained by the County.
- (c) All Enforcement Revenue that is received by the Municipality shall be paid by the Municipality to the County. On a quarterly basis, the Municipality shall calculate the total Enforcement Revenue that it has received during that quarter and shall make a payment to the County equaling this total amount on or before the last business day of the following calendar month.
- (d) The Municipality shall not be required to pay goods and services tax (“GST”) to the County on the amounts payable by the Municipality hereunder. It shall be the responsibility of the County to remit any GST to the appropriate authority where required.
- (e) The Municipality shall retain all records, documentation and information related to the Enforcement Revenue that it receives. Upon request by the County, the Municipality shall provide copies of records, documents or other information that demonstrate, to the County’s satisfaction, that the amounts paid by the Municipality to the County accurately reflect the Enforcement Revenue received by the Municipality.
- (f) Section 3.1 shall survive the expiration of the Term or the termination of this Agreement, and any Enforcement Revenue received by the Municipality after the expiration of the Term or termination of this Agreement, that was generated by, or arose from, the provision of Peace Officer Services during the Term, shall be paid by the Municipality to the County in accordance with Section 3.1(c) of this Agreement.

## ARTICLE 4

### 4.1 Covenants of the County

The County will:

- (a) provide the Peace Officer Services within the Designated Area during the Term.
- (b) pay all costs and expenses incurred to perform the Peace Officer Services including, but not limited to, office supplies, Peace Officers’ equipment, Peace Officer training and education, uniforms, travel and salary and benefits of County employees.
- (c) provide the Municipality with quarterly reports on all Peace Officer Services supplied by the County to the Municipality. These quarterly reports shall include the number of patrols made in the Municipality, the number of tickets, tags or warnings issued, and the monetary amount of fines issued (including tickets and tags).
- (d) perform all administrative, accounting and record-keeping functions related to the proper discharge of its obligations under this Agreement.

## **ARTICLE 5**

### **5.1**     Complaints

Any complaint that the Municipality receives in relation to the provision of Peace Officer Services pursuant to this Agreement shall immediately be forwarded, by the Municipality, to the Chief Administrative Officer of the County.

### **5.2**     Peace Officer Discipline

- (a)     The County shall be solely responsible for addressing complaints received in relation to the provision of Peace Officer Services, and for any disciplinary action taken against Peace Officers.
- (b)     Any disciplinary action that the County takes against one of its Peace Officers will be in accordance with the County's Peace Officer Services Disciplinary Procedure.

### **5.3**     Adjustment in Peace Officer Services: Suspension, Termination or Resignation of Peace Officers

Without limiting the County's absolute discretion to determine how Peace Officer Services are provided under this Agreement, the parties acknowledge and agree that, in the event that a Peace Officer ends his or her employment with the County, or is suspended, dismissed or terminated by the County, the Peace Officer Services provided pursuant to this Agreement may be reduced or suspended during the period of time that the availability of Peace Officers is, as a result, limited.

## **ARTICLE 6**

### **6.1**     Termination Upon Notice

This Agreement may be terminated by either party giving thirty (30) days' notice in writing to the other party of the intention to terminate the Agreement and such termination is to be effective thirty (30) days after the delivery of the written notice of the intention to terminate.

### **6.2**     Automatic Termination

Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically and immediately if the County's Authorization or Peace Officer Appointments is/are terminated, cancelled, revoked, suspended, or otherwise cease to have effect.

## **ARTICLE 7**

### **7.1**     Insurance

The County shall obtain and maintain in force during the Term:

- (a)     commercial general liability insurance in the amount of not less than Million (\$5,000,000.00) Dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof; and
- (b)     auto liability insurance for all motor vehicles used by the County hereunder with limits of not less than Five Million (\$5,000,000.00) Dollars for accidental injury or death to one or more persons, or damage to or destruction of property as a result of any one (1) accident or occurrence.

Each policy for general and comprehensive liability shall name the Municipality as an additional insured except for coverage for the County's own personal property and equipment.

## **ARTICLE 8**

### **8.1 Indemnity**

Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.

The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

### **8.2 Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

### **8.3 Unenforceability**

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

### **8.4 Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

### **8.5 Amendments**

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

### **8.6 Further Assurances**

The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

### **8.7 Relationship Between the Parties**

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed

to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.

### 8.8 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) by fax, email, or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
  - (i) upon transmission with answer back confirmation, or email receipt confirmation, as the case may be, if received within the normal working hours of the business day; or
  - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.
- (d) Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:
  - (i) the County:  
Flagstaff County  
Box 358  
Sedgewick, Alberta T0B 4C0  
  
Phone: (780) 384-4101  
Fax: (780) 384-3635  
Email: sarmstrong@flagstaff.ab.ca  
  
Attention: Chief Administrative Officer
  - (ii) the Municipality:  
Town of \_\_\_\_\_  
Box \_\_\_\_\_  
\_\_\_\_\_, Alberta T0B \_\_\_\_  
  
Phone: (780) \_\_\_\_\_  
Fax: (780) \_\_\_\_\_  
Email: \_\_\_\_\_  
  
Attention: Chief Administrative Officer

or to such other address as each party may from time to time direct in writing.

**8.9**     Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

**8.10**    Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

**8.11**    Assignment

This Agreement is not assignable, in whole or in part, by either party hereto.

**8.12**    Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

**8.13**    Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

**8.14**    Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term and shall not be merged therein or therewith.

**IN WITNESS WHEREOF** the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

**FLAGSTAFF COUNTY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**TOWN OF \_\_\_\_\_**

Per: \_\_\_\_\_

Per: \_\_\_\_\_