

# ENFORCEMENT SERVICES AGREEMENT

ENTERED INTO THIS 1st DAY OF April 2022

BETWEEN:

## KNEEHILL COUNTY

A Municipal Corporation in the Province of Alberta (the "County")  
OF THE FIRST PART -and

## THE VILLAGE OF ACME

A Municipal Corporation in the Province of Alberta (the "Village")  
OF THE SECOND PART

**WHEREAS** the County has employed a Peace Officer/Bylaw Officer to supply Peace Officer/Bylaw Officer Services to the County;

**AND WHEREAS** the Village desires to enter into an agreement with the County to obtain Peace Officer/Bylaw Officer Services within the boundaries of the Village;

**AND WHEREAS** the Peace Officer(s) employed by the County has been appointed by the Alberta Solicitor General as having jurisdiction to enforce specified statutes within the Province of Alberta;

**AND WHEREAS** the Peace Officer Act, Statutes of Alberta, 2006, c.P-3.5 and amendments thereto, requires that an agreement be entered into between the County and the Village respecting the provision of Peace Officer/Bylaw Officer Services through the employment of a common Peace Officer/Bylaw Officer;

**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. Purpose**

The County agrees to supply to the Village, Enforcement Services through the Peace Officer/Bylaw Officer employed by the County. The Enforcement Services provided to the Village shall mean:

- i) Enforcement of the Village Bylaws within the boundaries of the Village, however does not include the capture/collection of animals.
- ii) Enforcement related educational programs when/where possible: based on Peace Officer/Bylaw Officer knowledge, skill set and available resources.
- iii) Enforcement of legislation as described within the Peace Officer's Appointment within Village boundaries.
- iv) Patrol Services in relation to the Traffic Safety Act, and within the Peace Officer's Appointment.

### **2. Fulfillment of Services**

- i) In accordance with Kneehill County Public Safety Policies and Procedures as amended from time to time.
- ii) In accordance with Alberta Solicitor General Peace Officer Manual, as amended from time to time.
- iii) In accordance with Village's Enforcement Bylaw, other bylaws and policies.



- iv) Response to bylaw complaints or issues shall be through the direction of Village Chief Administrative Officer or their designate.

### **3. Cost of Services**

- i) The hourly service will be at \$85 in 2022, \$87 in 2023, \$90 in 2024.
- ii) The hourly service will include the complete time taken on the file, including but not limited to bylaw research, investigation, enforcement procedures, and creating documentation/reports.
- iii) With respect to Bylaw enforcement only, the County agrees to supply Enforcement Services as required for court preparation and attendance at the hourly cost identified above in 3(i). Any other court and/or legal costs incurred because of prosecution for Bylaw will be the responsibility of the Village. All costs associated with the enforcement of Provincial statutes will be the responsibility of the County.

### **4. Fines Revenues**

Fine revenues shall be directed to the Village with respect to enforcement of Village Bylaws. Provincial Statute fine revenues shall be directed to the jurisdiction as a partial cost recovery for Provincial Statute enforcement services.

### **5. Professionalism**

Community Peace Officers are established under the Peace Officer Act and are sworn under oath to perform duties within their Solicitor General Appointment Level and within the legislation on their Appointments. The Code of Conduct is specific, and professionalism is held to the highest standard. Should there be a complaint on the professionalism of a Peace Officer, there are certain procedures that are legislated, and must be followed.

### **6. County Responsibilities**

- i) The County agrees to absorb certain expenses associated with providing Enforcement Services in the Village, including office supplies, equipment, training and education, uniforms, travel, employee salary and benefits
- ii) The County shall maintain general liability insurance coverage covering the Enforcement Services provided under this Agreement with the Village being added as named insured under the said coverage.
- iii) The County agrees to indemnify and save harmless the Village agents, servants, officers, elected officials, or employees) with respect to any claim, action, suit, proceeding or demand, made or brought against the Village (or any of them, their agents, servants, officers, elected officials, or employees) by any third party with respect to any occurrence, incident, accident, or happening relating to the provision of Enforcement Services pursuant to this Agreement, excepting any occurrence, incident, accident involving gross negligence or intentional torts by the Village (or any of them, their agents, servants, officers, elected officials, or employees).
- iv) The County will provide a statistical report upon invoicing.



## 6. Village Responsibilities

- i) The Village agrees to indemnify and save harmless the County agents, servants, officers, elected officials, or employees) with respect to any claim, action, suit, proceeding or demand, made or brought against the County ( or any of them, their agents, servants, officers, elected officials, or employees) by any third party with respect to any occurrence, incident, accident, or happening relating to the provision of Peace Officer/Bylaw Services pursuant to this Agreement, excepting any occurrence, incident, accident involving gross negligence or intentional torts by the County or any of them, their agents, servants, officers, elected officials, or employees).
- ii) The Village acknowledges that any complaint received by it in writing, with respect to the provision of a Community Peace Officer regarding officer misconduct shall be immediately forwarded to the County Chief Administrative Officer. Any disciplinary action taken against the Enforcement Officer because of these complaints shall be administered by the County as outlined in the Alberta Peace Officer Manual and Kneehill County's policies. Time required for the County Chief Administrative Officer or designate to investigate bylaw complaints brought forward will be invoiced to the Village on a cost recovery basis.
- iii) The Village may request further reporting details, however some information may be retracted, depending on FOIP requirements.

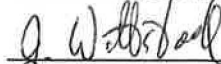
## 7. Term

- i) The term of this Agreement shall commence on April 1, 2022 through to December 31, 2024.
- ii) The Agreement may be extended for an additional 3 (three) years should either party does not request changes, at an incremental cost of services of 3% annually.
- iii) Should Kneehill County's Authorized Employer status, through the Alberta Solicitor General Peace Officer Program, be terminated, then this Agreement may be terminated.
- iv) The County may terminate this Agreement without cause by providing 90 (ninety) days written notice to the Village.
- v) The Village may terminate this Agreement without cause by providing 90 (ninety) days written notice to the County.

This agreement rescinds all previous agreements with respect to Peace Officer/Bylaw enforcement services provided by Kneehill County effective on date noted in line 1.


**IN WITNESS OF THE FOREGOING**, the parties have executed this Agreement, as of the aforementioned day and year.

**KNEEHILL COUNTY**

  
Jerry Wittstock, Reeve

  
Mike Haugen, CAO

**VILLAGE OF ACME**

  
Bruce McLeod, Mayor

  
Gary Sawatzky, CAO

