

BYLAW OFFICER SERVICES AGREEMENT

BETWEEN:

TOWN OF VEGREVILLE

A Municipal Corporation in the Province of Alberta
(hereinafter referred to as "the Town")

OF THE FIRST PART

-and-

VILLAGE OF ANDREW

A Municipal Corporation in the Province of Alberta
(hereinafter referred to as "the Village of ANDREW")

OF THE SECOND PART

WHEREAS the Town has employed and will continue to employ a Bylaw Officer to supply Bylaw Officer Services to the Village;

AND WHEREAS the Village of Andrew desires to enter into an agreement with the Town to obtain Bylaw Officer Services within the boundaries of the Village of Andrew;

AND WHEREAS the Bylaw Officer employed by the Town has been appointed by the Village as having jurisdiction to enforce specified bylaws within the boundaries of the Village;

AND WHEREAS the Village of Andrew's *Bylaw Enforcement Officer Bylaw #2020-07*, allows for the contract hiring of Bylaw Enforcement Officer's.

AND WHEREAS, *Section 555 of the under the authority of the Municipal Government Act, a person who is appointed as a Bylaw Enforcement Officer is, in the execution of those duties, responsible for the preservation and maintenance of the public peace;*

AND WHEREAS *Section 556 of the Municipal Government Act, a council must pass a bylaw specifying the powers and duties of Bylaw Enforcement Officers and establishing disciplinary procedures for misuse of power, including penalties and an appeal process applicable to misuse of power by Bylaw Enforcement Officers;*

NOW THEREFORE this Agreement witnesses that in consideration of the terms and conditions in this Agreement, the Town and the Village of Andrew agree as follows:

1. The term of this Agreement shall be in effect for the period commencing January 1, 2024 and expiring December 31, 2026.
2. The Town agrees to supply to the Village of Andrew, Bylaw Officer Services through the Bylaw Officer employed by the Town. The Bylaw Officer Services provided to the Village of Andrew shall mean:
 - Enforcement of Municipal By-laws within the boundaries of the Village of Andrew.
 - Enforcement related educational programs when/where possible based on Bylaw Officer knowledge, skill set and available resources.

Fulfillment of the preceding:

- i) In accordance with the Town's Bylaw Officer Policies as amended from time to time.
 - ii) In accordance with the attached Schedule "A" as amended from time to time.
3. Subject to the following, the Town agrees to supply Bylaw Officer Services as available for:
 - i) All court duties related to fines/notices issued within the provisions of Bylaw Officer Services;
 - ii) When possible, court duties will be scheduled to coincide with the Town court duties;
 - iii) Prosecution (lawyer) expenses related to Bylaws will be paid by the Village of Andrew.
4. The Town shall maintain general liability insurance coverage covering the Bylaw Officer Services provided under this Agreement with the Village of Andrew being added as named insured under the said coverage.

5. Subject to other provisions in this Agreement, the Town agrees to absorb all expenses associated with providing the Bylaw Officer Services in the Village of Andrew, including office supplies, equipment, training and education, uniforms, employee salary and benefits.
6. The Town agrees to indemnify and save harmless the Village of Andrew (agents, servants, officers, elected officials, or employees) with respect to any claim, action, suit, proceeding or demand including those relating to negligence, made or brought against the Village of Andrew (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 provisions of Bylaw Officer Services pursuant to this Agreement, excepting any occurrence, incident, accident involving negligence or intentional torts by the Village of Andrew (or any of them, their agents, servants, officers, elected officials, or employees).
7. The Village of Andrew agrees to indemnify and save harmless the Town (their agents, servants, officers, elected officials, or employees) with respect to any claim, action, suit, proceeding or demand including those relating to negligence, made or brought against the Town (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 Bylaw Officer Services pursuant to this Agreement, excepting any occurrence, incident, accident, involving negligence or intentional torts by the Town (or any of them, their agents, servants, officers, elected officials, or employees).
8. The Chief Administrative Officer of the Village of Andrew will receive from the Bylaw Officer [every three (3) months] a report on the services supplied by the Bylaw Officer to the Village of Andrew. These reports shall include the number of incident reports prepared, incident type and the number of public enforcement contacts. At minimum, monthly contact will be made with the Chief Administrative Officer of the Village of Andrew to review statistical reports and discuss areas of community concern.
9. The Village of Andrew acknowledges that any complaint received by it in writing, with respect to the provisions of Bylaw Officer Services by the Bylaw Officer pursuant to this Agreement, shall be immediately forwarded to the Town of Vegreville, to the attention of the Manager of Protective Services. Any disciplinary action taken against the Bylaw Officer as a result of these complaints shall be administered by the Town as outlined in the Appropriate Policy or Manual.
10. Notwithstanding Clause 10 above, either party may terminate this Agreement without cause by providing six (6) months written notice to the other party.

11. Notwithstanding anything contained within this Agreement, if, in the sole discretion of the Town, any representative of the Village of Andrew, which includes, but is not limited to, its agents, servants, officers, elected officials, and employees, interferes with the performance of the Town's obligations under this Agreement in any way whatsoever, the Town shall be entitled to terminate this Agreement by giving thirty (30) days' written notice to the Village of Andrew.
12. Fine revenues generated from enforcement activities within Corporate limits of the Village of Andrew shall be directed to the Village of Andrew.
13. The following Schedules attached hereto further make up the contents of this Agreement:

- 1) Schedule "A" - Patrol Hours and Rates

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement as of the day and year set forth below.

Dated this 19 day of December, 2023
at the Town of Vegreville, in the Province
of
Alberta.

TOWN OF VEGREVILLE


MAYOR T. MacPhee


CHIEF ADMINISTRATIVE OFFICER
SANDRA LING

Dated this 13 day of December, 2023
at the Village of Andrew, in the Province
Alberta.

VILLAGE OF ANDREW


MAYOR B. Gazer


CHIEF ADMINISTRATIVE OFFICER
Sherman Donald

SCHEDULE "A"

Town of Andrew

January 1, 2024 to December 31, 2026

1. Th patrol hours for the period of January 1st to December 31st, two (2) patrols per month at five (5) hours per patrol of the Bylaw Officer Enforcement Services.

2. The patrol hourly rates are:

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|--------------------------------|-------------------------|
| January 1 to December 31, 2024 | \$63.00 per patrol hour |
| January 1 to December 31, 2025 | \$65.00 per patrol hour |
| January 1 to December 31, 2026 | \$67.00 per patrol hour |

3. The patrol mileage rates are:

| | |
|--------------------------------|----------------------|
| January 1 to December 31, 2024 | \$0.77 per Kilometer |
| January 1 to December 31, 2025 | \$0.79 per Kilometer |
| January 1 to December 31, 2026 | \$0.81 per Kilometer |