

JOINT PEACE OFFICER SHARED AGREEMENT

This Agreement made this _____ day of ~~2020~~2024.

Between:

Town of Coalhurst
PO Box 456
Coalhurst, Alberta TOL 0V0
A Municipal Corporation in the Province of Alberta,
(hereinafter called "Coalhurst")

AND

Village of Barons
PO Box 129
Barons, Alberta TOL 0N0
A Municipal Corporation in the Province of Alberta
(hereinafter called "Barons")

WHEREAS, Coalhurst and Barons are desirous of establishing an agreement for a Joint Peace Officer Program (the "Program") for the purpose of conducting municipal community education, bylaw enforcement, inter-agency collaboration, and provincial statutes enforcement in a joint operation providing assistance to each other, and for Peace Officer safety in the Municipalities, and;

WHEREAS, the Town of Coalhurst has received authorization to employ or engage Peace Officers from the Alberta Solicitor General and Public Security and is seeking an individual appointment of Peace Officers having jurisdiction for the appointed statutes within the participating municipalities, and;

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

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

1. The purpose of this Agreement is to establish a Joint Peace Officer Program in the participating municipalities.
2. Peace Officers employed or engaged by Coalhurst may, subject to their individual appointments, have authority to enforce the following legislation and all regulations thereunder as amended from time to time, and serve court documents relating to the Authorization to Employ or Engage Peace Officers – Appendix "A". Further, the objectives of the Program are outlined in Appendix "B".
3. The term of this Agreement shall commence on the date of signing by both municipalities and shall remain in effect for a period of Three (3) years to December 31, ~~2023~~2026. The Agreement may be renewed for a further one (1) year extension with the consent of both municipalities.
4. Each Municipality shall be liable for the pro-rated shared costs of the Program including, but not limited to, office supplies, equipment, training and education, uniforms, travel, employee salaries, benefits, and disciplinary proceedings.

5. Each Municipality shall maintain general liability insurance coverage for the Joint Peace Officer Services provided under this Agreement.
6. The Program will operate on a 5 day per week, ~~7-8~~ hours/shift schedule. There will be no Peace Officers on shift on weekends or statutory holidays unless there is a special need or emergency situation requiring immediate assistance in a municipality. ~~Each community~~Barons will receive, as a target benchmark, the following Peace Officer service hours per week (~~notwithstanding which shall include a pro-rated amount for~~ staff vacation, illness, ~~reports~~, professional development, etc.) at the rate per hour as shown on attached Appendix "C".
 - ~~a. Town of Coalhurst – 28 hours~~
 - ~~b.~~a. Village of Barons – ~~7-6~~ hours
7. Time spent during the performance of court duties, disciplinary proceedings and attendance at meetings stemming from Peace Officer Services shall be included in the calculation of an individual municipality's hour allotment. In addition, time spent travelling to and from Barons shall be included in the calculation of the designated hours as set out.
8. Each Municipality will be responsible for all legal costs, veterinary services, impoundment fees and administrative assistance required for matters related to their municipality. Coalhurst agrees to accept and hold any impounded animal(s) in our impound facility and provide care for any impounded animal(s). Fees incurred for animal(s) held in Coalhurst's impound facility will be billed directly to Barons and Barons agrees to be responsible for such costs, if the owner is not found ~~and agrees or doesn't agree~~ to pay the fees. Fees shall be in accordance with Town of Coalhurst Policy No. 26-01-02 – Dog Control Fees, attached as Appendix "D", and shall be subject to amendment by Coalhurst when required, and on the condition that any amendments are provided to Barons for information purposes.
9. The participating municipalities acknowledge that any complaint received with respect to the provision of Peace Officer Services, pursuant to this Agreement, shall be immediately forwarded to the Chief Administrative Officer of the involved municipality, pursuant to the disciplinary policies in place for the Program.
10. 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, 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 the Program pursuant to this Agreement, excepting any occurrence, incident, accident involving negligence or intentional torts by each municipality (or their agents, servants, elected officials or employees);
11. For the purposes of this agreement, the term "department of jurisdiction" shall mean the Chief Administrative Officer of Coalhurst.
12. When a Peace Officer encounters a situation requiring enforcement in a participating municipality:
 - a. The Peace Officer will conduct the investigation in accordance with direction of the municipality having jurisdiction;
 - b. The Peace Officer will notify the Chief Administrative Officer of the municipality if the situation requiring enforcement is contentious in nature.
13. In the event of a complaint or when a request for an investigation is received from another agency, the Peace Officer shall ensure the affected municipality and Coalhurst have been notified and no action will take place until approval has been provided.

14. Any fines generated through enforcement shall be forwarded to the municipality of jurisdiction.
15. If the Authorization to employ Peace Officers is terminated by the Alberta Solicitor General and Public Security, then this Agreement will similarly be immediately terminated without any liability for termination accruing to any Municipality other than for costs incurred and payable by a Municipality prior to such termination.
16. This agreement may be reviewed periodically and any changes to this Agreement must be mutually agreed upon and made in writing and signed by the authorized representative of each municipality hereto.
17. Notwithstanding Section 13 of this Agreement, any party may terminate or suspend this Agreement on December 31 of any year in which the agreement is in place without cause by:
 - a. ~~Providing a minimum of 90 days written notice prior to December 31. to the other party at least six (6) months prior to their withdrawal, and~~
 - b. ~~The party who has provided written notice will continue funding to the end of the calendar year after the six (6) months has expired~~
- ~~18. Reports will be provided for each month prior to the end of the following month and include the number and type of files worked on. Should circumstances not allow a monthly report the CPO will make the CAO aware and will include the data in the following month's report.~~
- ~~19. A schedule for allotted hours will be provided to the CAO and billings will be consistent based on the hours allotted. Should the actual hours in one week go over or under the allotted hours those hours will then be made up for or adjusted in the following week or weeks depending on circumstances.~~
- ~~20. Any breach of this agreement shall be brought to the attention of both CAO's as soon as possible. Should the breach not be rectified within 15 working days of it being brought to the CAO's attention the agreement may be terminated by either party without additional compensation above that owed.~~
- ~~18-21.~~ 21. If any Municipality terminates this Agreement, the Alberta Solicitor General and Public Security office will be immediately advised of this termination and instructed to amend the Peace Officer appointments by removing the other municipality's jurisdiction at the time of termination.
- ~~19-22.~~ 22. This Agreement supersedes all other agreements, documents, writings and verbal understanding among the Municipalities relating to the subject matter of this Agreement and expresses the entire agreement of the Municipalities to the subject matter.
- ~~20-23.~~ 23. This Agreement shall be interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Municipalities agree to attorn to the jurisdiction of the Province of Alberta regarding any dispute that may arise out of this Agreement.
- ~~21-24.~~ 24. In the event that any of the provisions of this Agreement should be determined to be invalid, illegal or unenforceable in any respect by a court or adjudicative body with authority to make such determinations, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
- ~~22-25.~~ 25. This Agreement may be executed in any number of counterparts and delivered to the other Municipality by facsimile or electronic mail and all such counterparts when added together shall form one agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Mayor
Town of Coalhurst

Chief Administrative Officer
Town of Coalhurst

Mayor
Village of Barons

Administrator
Village of Barons