

**Date:** February 24, 2020  
**To:** Rudolph Liebenberg, CAO, Summer Village of Sandy Beach  
**From:** Mackenzie Blackburn, Enforcement Services Coordinator, Parkland County  
**Subject:** Memorandum of Agreement

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Please find enclosed the proposed Memorandum of Agreement (MOA) for Animal Shelter Services between the Summer Village of Sandy Beach and Parkland County.

Upon execution of the agreement, Parkland County will require a certificate of insurance from Sandy Beach covering Parkland County as an additional insured for increased protection from any liabilities that may arise. Parkland County will also require a clearance letter from the Workers' Compensation Board (WCB) of Alberta to confirm that Sandy Beach has an active account in good standing as per Section 9 of the MOA.

Attached, subsequent to the MOA, you will find Parkland County's certificate of insurance covering Sandy Beach and WCB letter as required.

Should you have any further questions, please do not hesitate to contact me.

Yours Truly,



Mackenzie Blackburn  
Enforcement Services Coordinator, Parkland County  
[mackenzie.blackburn@parklandcounty.com](mailto:mackenzie.blackburn@parklandcounty.com)  
780-968-8888 ext. 8277

encl.



**SHELTER SERVICES AGREEMENT (the Agreement) entered into as of this  
4<sup>th</sup> day of February, 2020 A.D.**

BETWEEN:

**PARKLAND COUNTY**

A Municipality incorporated pursuant to  
The Laws of the Province of Alberta  
(hereinafter referred to as the "County")

OF THE FIRST PART:

– and –

**THE SUMMER VILLAGE OF SANDY BEACH**

A Municipality incorporated pursuant to  
The Laws of the Province of Alberta  
(hereinafter referred to as "Sandy Beach")

OF THE SECOND PART:

**WHEREAS** the County and Sandy Beach acknowledge that it is desirable to enter into an agreement to formalize the roles and responsibilities of each party.

**WHEREAS** Sandy Beach is of the opinion that the County has the necessary qualifications, experience and abilities to provide services to Sandy Beach.

**WHEREAS** Sandy Beach has determined a requirement for animal shelter services relating to Domestic Animals.

**WHEREAS** the County owns and operates a facility for the hosting of Domestic Animals for the purposes of an animal shelter.

**NOW THEREFORE** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

## 1. DEFINITIONS

In this Agreement, the following words and expressions shall have the following meanings:

- a. **"Animal Unit"** shall mean any individual animal impounded in the Shelter. In the case of a litter of cats or dogs under the age of three (3) months, the litter will be impounded in a single kennel and viewed as an individual animal for billing purposes.
- b. **"Adoption"** shall mean the transfer of any impounded domestic animal from the shelter to a new home or rescue agency.
- c. **"Cat"** shall mean any male or female species of the feline family.
- d. **"Dog"** shall mean any male or female species of the canine family.
- e. **"Domestic Animal"** shall mean any animal that has been tamed and made fit for a human environment, relating specifically to cats and dogs.
- f. **"Effective Date of the Term"** shall mean the date on which this Animal Shelter Service Agreement is signed by both parties.
- g. **"Impounded"** shall mean any animal taken into custody to the Parkland County animal shelter.
- h. **"Owner"** shall mean the rightful owner of a domestic animal impounded in the Shelter.
- i. **"Peace Officer"** shall mean a member of the Royal Canadian Mounted Police, or a Community Peace Officer with Parkland County Enforcement Services or Sandy Beach.
- j. **"Pound Services"** shall mean the containment, feeding, cleaning, care and protection of impounded domestic animals, as well as the euthanasia and disposal of impounded domestic animals as required.
- k. **"Shelter"** shall mean a premises designated by Parkland County for the purpose of impounding domestic animals.
- l. **"Unadoptable"** shall mean any impounded domestic animal that has manifested signs of a behavioral or temperamental defect who cannot be reasonably trained to behave appropriately, or any impounded domestic animal that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a domestic pet.
- m. **"Violation Ticket"** shall mean any charge or notice of proceedings relative to the contravention of a provincial act or regulation or Sandy Beach Bylaw.

## 2. ENGAGEMENT

Sandy Beach engages the County to provide shelter services for animals obtained within the municipal boundaries of Sandy Beach and delivered by a Peace Officer or member of the public.

### **3. TERM OF AGREEMENT**

The Term of this Agreement shall be for one (1) year commencing on March 2, 2020 and will remain in full force and effect until March 1, 2021 ("the Term") with two (2) single year options for extension, unless terminated by either party in accordance with Section 5 of this Agreement. Extension will be at the mutual acceptance of both parties and will be executed by formal amendment.

### **4. COMPENSATION**

Sandy Beach agrees to pay to the County, on a monthly basis, for animal shelter Services (as set out and attached hereto in Schedule "A") and shall constitute the fees payable to the County by Sandy Beach from March 2, 2020 to March 1, 2021 unless otherwise specified.

Under the circumstances where a municipality is entitled to receipt of fines or penalties, Sandy Beach shall receive all fines or penalties relating to the enforcement of Provincial Legislation or Municipal Bylaws as generated by Sandy Beach pursuant to this Agreement.

All Fees are subject to change annually. Any changes to Fees will be communicated to Sandy Beach by December 31<sup>st</sup> of each year, with revised Fees due to take effect on March 2<sup>nd</sup> of the following year.

The County will invoice Sandy Beach on or before the 15<sup>th</sup> of each month. GST will not be collected by Parkland County for any fees relating to any service provided in accordance with this Agreement and therefore on behalf of a municipality in the Province of Alberta. Sandy Beach shall pay to the County invoice amounts within net thirty (30) days of receipt of the applicable invoice.

### **5. TERMINATION**

This Agreement may be terminated in whole or in part, without further obligation, liability or expense of any kind under the following conditions:

- a) By either party providing prior written notice to terminate this Agreement on or before January 30<sup>th</sup> of the then current year. Termination shall then be effective on March 1<sup>st</sup> of the same year. In the event of Termination, any and all fees shall be due to the County by Sandy Beach within 30 days of the final invoice for Services covered under this Agreement;
- b) at any time upon notice for a breach of the terms and conditions of this Agreement and such breach has not been cured within five (5) days of the written notice thereof from the County, or such other period of time as the County may agree to in writing;
- c) at any time following the failure of Sandy Beach to remedy, repair, or correct any deficiency or defect upon receiving notice from the County;
- d) upon thirty (30) day's written notice to Sandy Beach from the County during the term of this Agreement; and

e) as otherwise provided in the Agreement.

The County's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Agreement.

## **6. COVENANTS**

In addition to the Responsibilities of Sandy Beach and Parkland County attached as Schedule "A" hereto, the parties agree as follows:

Sandy Beach agrees:

- a. To be liable for the safety of Peace Officers while obtaining animal shelter Services pursuant to this Agreement;
- b. To bear the cost of prosecuting Municipal Bylaws, noting that Alberta Justice will bear the cost of prosecuting Provincial Legislation;
- c. To allow Parkland County to adopt out Domestic Animals in the Shelter after a period of three (3) days if the Domestic Animal has not been claimed by its Owner; and
- d. To notify the County of any changes in Bylaws that may impact this Agreement.

Parkland County agrees:

- a. To provide Pound Services for any Domestic Animals caught within the municipal boundaries of Sandy Beach and delivered to the Shelter. Proper identification will be obtained from the person(s) delivering an animal;
- b. To provide Pound Services for any Domestic Animals impounded under the Animal Protection Act and delivered by a Peace Officer. Any impounded Domestic Animal, which appears to be in distress in accordance with the Animal Protection Act, shall be dealt with as provided for in the Act;
- c. To deliver any impounded Domestic Animals in need of medical attention to a veterinarian;
- d. To provide 24 hour care and feeding for any impounded Domestic Animals from Sandy Beach;
- e. To scan all Domestic Animals at the time of impoundment or as soon as practicable for an obvious identification device, tattoo, brand, mark, tag or license;
- f. To advertise all Domestic Animals impounded in the Shelter on the Parkland County Facebook Page, and the Parkland County website in an effort to reunite the Domestic Animal with its Owner;
- g. To charge the Owner of a Domestic Animal the appropriate shelter fees as described in Schedule F of Parkland County's Fees and Charges List for every twenty-four (24) hour period or fraction thereof that the Domestic Animal is impounded;
- h. To facilitate the Adoption of an impounded Domestic Animal after a period of three (3) days if the Owner fails to claim the animal, or after a period of ten (10) days if the impounded Domestic Animal appears to be purebred, or contains any obvious identification device, tattoo, brand, mark, tag or license.

## **7. NOTICES**

Any notices given pursuant to the terms and conditions of this Agreement shall be served by way of ordinary pre-paid first class mail, courier, e-mail or by way of facsimile transmission, addressed as follows:

Parkland County  
53109A Hwy 779  
Parkland County AB T7Z 1R1  
Attention: Geoff Heritage, Director, Enforcement Services  
Tel: 780-968-8888 ext. 3240  
Fax: 780-968-8413  
Email: [geoff.heritage@parklandcounty.com](mailto:geoff.heritage@parklandcounty.com)

Summer Village of Sandy Beach  
Box 63 Site 1 RR 1  
Onoway AB T0E 1V0  
Attention: Rudolf Liebenberg, Chief Administration Officer  
Tel: 780-967-2873  
Fax: 780-967-2813  
Email: [svsandyb@xplornet.ca](mailto:svsandyb@xplornet.ca)

or to such other address as to which any party may from time to time notify the other.

Any notice addressed by registered mail to the County or to Sandy Beach pursuant to this Section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is effected by facsimile or e-mail, then the notice will be deemed to be effected on the first (1<sup>st</sup>) business day following the date of which the facsimile or email was sent. Either party may change the particulars of its address for service as set out above by notice to the other party.

## **8. INDEMNIFICATION**

The County and Sandy Beach shall be mutually liable for and indemnify and save harmless the other party, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the each of the parties, its subcontractors, agents or employees and whether occasioned by negligence. The County and Sandy Beach shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the other party, or by any employee, agent or servant of either party in the performance of this Agreement. Such indemnification shall survive this Agreement.

## 9. INSURANCE

Each party shall obtain and provide the other party a letter or similar document, confirming that the each party has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Animal Shelter Services will be provided, and that neither party has **not opted** out of workers compensation, where allowed.

Sandy Beach and the County shall, at their own expense, provide each other with the following insurance coverage on or before full-execution of this Agreement and before commencement of any work, whichever is the earlier, resulting from this Agreement:

9.1 The parties hereby agree to indemnify and hold harmless, each party from and against all losses and expenses suffered or incurred by the other party arising from or connected with any personal injury, disability or death, however caused, to any of the each of the parties employees to the extend not covered by workers' compensation for any reason.

9.2 Comprehensive General Liability Insurance covering the legal liability of each of the parties providing at least two (2) million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. Each party agrees to reimburse the other party for any and all damage(s) to the other parties' property caused by the other party, or its permitted subcontractors, in performing the work. Each party shall provide the other party with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of property damage; and Non-Owned vehicle insurance, for all applicable vehicles coverage in an amount of not less than two (2) million dollars (Cdn. \$2,000,000.00) each occurrence.

9.3 Where any automobile is used for the performance of the work for each of the parties in this Agreement, Both parties will provide automobile liability insurance covering all automobiles licensed in the name of each party that are used in connection with the Animal Shelter Services, and providing at least two (2) million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident;

A Certificate of Insurance, from each party naming each party as an additional insured, shall be supplied to each party evidencing that the above insurance is in force, and each party will endeavor to provide the other party with thirty (30) days' written notice prior to any cancellation or material change to the policies.

Before the start date of the Agreement or upon full-execution of the Agreement, whichever is earlier, and thereafter upon request by either parties representative, each party shall provide the other parties representative with insurance certificates describing the insurance policies required pursuant to paragraph 9.2 and 9.3 above. Both parties shall provide the the other party with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of the property damage. These insurance policies shall not be canceled or changed in any manner which could negatively affect either parties' interest unless the other party has been given thirty (30) consecutive days prior written notice of any such cancellation or change.

Sandy Beach shall be responsible for the payment of all deductibles on insurance policies that Sandy Beach is required to maintain under the Agreement. Such policies shall name the County as an "additional insured". Further, Sandy Beach shall immediately advise the County's Representative of any loss or potential loss that has or may have occurred in conjunction with Sandy Beach performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of either party, the other party shall provide written notice of such loss or potential loss to the other parties' representative, including full particulars thereof.

## **10. WORKERS COMPENSATION BOARD**

Each party shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta (or equivalent legislation), amendments thereto, or any successor legislation; and shall upon notice by either party, provide evidence satisfactory to the other party of said compliance with the Act prior to the commencement of any work resulting from this Agreement (herein defined as "WCB").

## **11. OCCUPATIONAL HEALTH AND SAFETY**

11.1 Sandy Beach shall adhere to all applicable OH&S and Shelter safety standards. Each party shall require the other party to comply with the following OH&S requirements at minimum:

11.2 Sandy Beach shall ensure all applicable OH&S Legislation, County Safety Policies, and industry standards are readily available to all of Sandy Beach's Personnel and that all of Sandy Beach's Personnel are aware of and comply with the OH&S Legislation, County Safety Policies and industry standards.

11.3 Sandy Beach shall ensure that all personnel working for Sandy Beach complete an appropriate safety orientation and safety meeting prior to starting work and Sandy Beach is responsible for providing all other training that may be required.

11.4 The County shall have the right to monitor Sandy Beach's work processes and procedures to ensure compliance with safety standards and procedures.

11.5 Sandy Beach is required to take immediate action to correct unsafe practices or conditions when reported or observed.

11.6 Upon the occurrence of any incident arising from or during the performance of the Agreement, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, Sandy Beach shall immediately investigate the matter and submit a report on the matter to a County representative and to any government authorities as required by law.

Failure of Sandy Beach to comply with any and all relevant safety legislation may result in the immediate suspension or termination of this Agreement.



## **12. CONFIDENTIALITY**

In conjunction with obtaining Animal Shelter Services under this Agreement, it is acknowledged that Sandy Beach will have access to information ("Confidential Information") confidential to the business of the County. Confidential Information shall include, but is not limited to, financial information, intellectual property and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used or concerning the County, which is not publicly known (including the terms of this Agreement and any information developed in conjunction with Sandy Beach providing the Animal Shelter Services) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the County, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Agreement, whether or not specifically described or marked as confidential and whether provided by the County or an authorized agent of the County. Notwithstanding the foregoing, the release of information or intellectual property will be at the County's discretion. Sandy Beach covenants and agrees that all Confidential Information disclosed to Sandy Beach shall (a) be kept in strict confidence by Sandy Beach, (b) not be used, dealt with or exploited for any purpose or purposes other than the provision of the Animal Shelter Services, and (c) not to be disclosed to any person or persons (other than the professional advisors of Sandy Beach, as required unless required by law. This obligation will survive indefinitely upon termination of this Agreement.

Sandy Beach acknowledges and agrees that damages would be an inadequate remedy for breach of the foregoing obligations of confidentiality and that the County shall be entitled to equitable relief (including injunction and specific performance) in addition to any other remedy available at law or in equity in respect of any such breach.

## **13. MODIFICATION OF AGREEMENT**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

## **14. ASSIGNMENT**

Sandy Beach will not voluntarily or by operation of law assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the prior written consent of the County.

## **15. OWNERSHIP OF MATERIALS**

All materials developed, produced, or in the process of being so under this Agreement, will be the property of the County. The use of the mentioned materials by the County will not be restricted in any manner. This includes, but is not limited to, raw data created at meetings with Parkland County staff.

## **16. RETURN OF PROPERTY**

Upon the expiry or termination of this Agreement, Sandy Beach will immediately return to the County any property, documentation, records, or confidential information which is the sole property of the County.

## **17. FORCE MAJEURE**

Each party shall be responsible for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the County may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

## **18. FOIP ACT**

In the event that the either party provides any personal information to the other party for the completion of the Animal Shelter Services identified above, or either party gathers personal information from any employee/resident/customer under this Agreement in order to complete the Animal Shelter Services as stated in this Agreement, each party acknowledges that the legislation known as the Freedom of Information and Protection of Privacy Act and regulations, as amended (hereinafter referred to as "FOIP") applies to that personal information (has same meaning as in FOIP), and agrees that each party will handle that personal information in accordance with the obligations of each party under FOIP:

- a) Each party agrees that they will not collect personal information from any employee/resident/customer of the other party except in connection with and for the purpose of providing the Animal Shelter Services as identified in this Agreement.
- b) Each party shall maintain records of all information collected while providing the Animal Shelter Services as identified in this Agreement. Any and all records collected, created, maintained or prepared in the performance of these Animal Shelter Services are hereby deemed to be under the control of each party irrespective of custody and shall be maintained by each party in accordance with FOIP.

Sandy Beach shall ensure that all their employees and/or agents understand and comply with the obligations imposed on Sandy Beach under this Section, including without limitation, the protection of privacy of employees/residents/customers of the County.

**19. Survival**

Sections 8, 12, and 18 shall survive upon termination or expiry of this Agreement

**IN WITNESS WHEREOF** the parties hereto have executed this document as of the day and year first above written.

**SUMMER VILLAGE OF SANDY BEACH**

Rudolph Liebenberg  
Chief Administration Officer

\_\_\_\_\_  
(Printed Name)                      (Signature)                      (Date)

**PARKLAND COUNTY**

Geoff Heritage, Director  
Enforcement Services

\_\_\_\_\_  
(Printed Name)                      (Signature)                      (Date)

## **SCHEDULE "A"**

### **Service Fees for Pound Services**

1. Shelter fees for Domestic Animals will be charged to Sandy Beach at a rate of \$22.50 per day or any portion thereof per animal unit;
2. A minimum annual Administration Fee will be charged to Sandy Beach at a rate of \$500.00 for the initial Term of the Agreement; The minimum annual Administration Fee for extension terms will be \$500.00 unless otherwise adjusted according to Item Number 3 below.
3. The annual Administration Fee for potential extension terms will be determined based on the number of impounded Domestic Animals from Sandy Beach from the previous year. This value will be based on the percentage of Sandy Beach impoundments in relation to the total operational costs for the Animal Shelter. In the event that statistics are used in determining a revised annual Administration Fee, the County will provide Sandy Beach with statistical information from the previous year to support the revised pricing.
4. A fee of \$80.00 will be charged to Sandy Beach for any Domestic Animal deemed Unadoptable and euthanized;
5. A fee of \$80.00 will be charged to Sandy Beach for any impounded Domestic Animal that is delivered by the County to a qualified veterinarian to receive medical care. Sandy Beach Enforcement Services will be notified in advance (where practicable) to allow them the opportunity to transport the animal themselves and eliminate this fee; and
6. Veterinary fees, as required, will be charged to Sandy Beach (these charges are normally only required on an emergency basis);

# ENDORSEMENT GENERAL LIABILITY POLICY



ENDORSEMENT [illegible]

DATE OF ENDORSEMENT [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

This policy contains a clause which may limit the amount payable

9912 - 107 Street  
PO Box 2415  
Edmonton AB T5J 2S5

Email: [ebusiness.support@wcb.ab.ca](mailto:ebusiness.support@wcb.ab.ca)  
Tel: (780) 498-3999 (1-866-922-9221)  
Fax: (780) 498-7999  
WCB website: [www.wcb.ab.ca](http://www.wcb.ab.ca)

Dear Sir or Madam:

Re: SUMMER VILLAGE OF SANDY BEACH  
RR1 SITE 1 COMP 63  
ONOWAY AB T0E 1V0

The above named subcontractor has an account with WCB-Alberta in the following industry(les):

*[Faint, illegible text follows, likely containing industry codes and descriptions.]*