

APPROVED *G.L.C.*

As to Form *[Signature]*
City Solicitor

Bylaw No. 9583

As to Contents *[Signature]*
Head of Department

A Bylaw to approve an Agreement
with Her Majesty the Queen in Right of
Canada Regarding the Canada Customs Services
Cost Recovery Agreement at the Edmonton
Municipal Airport

WHEREAS it is deemed in the public interest that the Agreement, as hereinafter described, should be approved by City Council.

AND WHEREAS S. 116 of the Municipal Government Act, being chapter M-26, R.S.A. 1980 provides the following:

"Subject to this Act, a council may pass a by-law authorizing the making of an agreement with the Government of Alberta or the Government of Canada, or its agents, for the maintenance, operation and use of a public work, building or campsite, or for the performance of any matter or thing considered by the council and the Government of Alberta or the Government of Canada, or its agents to be a benefit to both parties."

NOW THEREFORE Municipal Council of the City of Edmonton, duly assembled, enacts the following:

1. That City Council approve and authorize the Execution of an Agreement dated the _____ day of _____, A.D. 1990, between the City of Edmonton and Her Majesty the Queen in Right of Canada as represented by the Minister of the Department of National Revenue attached to and incorporated as part of this Bylaw as Appendix "A";
2. That the Mayor and City Clerk are hereby authorized to execute Appendix "A" on behalf of the City of Edmonton and all relevant officials and employees of the City are directed and authorized to do all those things necessary to implement the said Agreement attached hereto as Appendix "A".

READ a first time the *24th* day of *September*, A.D. 1990;
READ a second time this *24th* day of *September*, A.D. 1990;
READ a third time and duly passed this *24th* day of *September*, A.D. 1990.

THE CITY OF EDMONTON

[Signature]
MAYOR

[Signature]
CITY CLERK

THIS AGREEMENT made this day of , 1990

BETWEEN:

THE CITY OF EDMONTON
A Municipal Corporation
(hereinafter called "the City")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as Represented by the Minister of the
Department of National Revenue
(hereinafter called "the Minister")

RECEIVED IN
OPERATIONAL
SERVICES

MAY 31 1990

WHEREAS the City and the Minister consider that the implementation of a pilot program providing extended Canada Customs Services for the clearance of aircraft at the Edmonton Municipal Airport on a cost recovery basis will be beneficial to those persons using airport services.

AND WHEREAS the City and the Minister wish to set out the terms and conditions under which extended Canada Customs Services will be provided;

NOW THEREFORE this Agreement witnesseth that in consideration of mutual covenants and agreements, the Parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall commence on the 1st day of June, 1990 and shall remain in effect for a period of two years. This Agreement may be renewed upon the written agreement of both parties, upon the same terms and conditions in this Agreement, or upon any other terms and conditions as may be agreed to by the parties in the renewal agreement.

1.2 Either party may terminate this Agreement at any time upon providing to the other party written notice of its intention to terminate the agreement, and such written notice shall be delivered to the other party in accordance with Paragraph 4.1 of this Agreement at least six months prior to the termination date set forth in the notice. The parties may, upon mutual agreement in writing, agree to a shorter period for providing the termination notice.

2.0 Customs Services

2.1 The Minister shall supply the services of at least one Customs Officer on a daily call-out basis, including weekends and holidays, for the clearance of aircraft at the Edmonton Municipal Airport between 1700 hours and 2200 hours. All aircraft arriving in Edmonton for Customs clearance between 2200 hours and 0900 hours will be required to report to the Edmonton International Airport.

2.2 The City shall ensure:

- (a) that Canada Customs is provided with one hour advance notice of the arrival of all aircraft requiring Canada Customs Services; and
- (b) that the pilots of all aircraft requiring Canada Customs Services are advised that persons arriving at the Edmonton Municipal Airport are to remain on board the aircraft until the arrival of a Canada Customs Officer.

3.0 Fees and Charges

3.1 Subject to Section 3.2, 3.3 and 3.4, the City shall pay the following fees and charges to the Minister:

(a) Stand-by Fees;

- (i) \$ 10.00 per day for weekdays; and
- (ii) \$ 20.00 per day for weekends and statutory holidays;

(b) Special Service Charge;

- (i) \$54.00 for the first two hours or a portion thereof spent in the performance of the service; and
- (ii) \$27.00 for each additional hour or portion thereof spent in the performance of the services.

(c) Transportation Fees;

- (i) 30¢ per kilometre, with a minimum charge of \$5.00, where a Customs Officer uses a personal or government vehicle; and
- (ii) actual receipted expense where a Customs Officer uses a taxi.

3.2 The Minister may adjust Stand-by Charges in accordance with any changes to Article M-30 - Stand-by of the Master Agreement between The Treasury Board and The Public Service Alliance of Canada (the exclusive bargaining agent for all employees of the Program Administration Group).

- 3.3 The Minister may adjust Special Service Charges in accordance with any changes to the Special Services Regulations contained in Departmental Memorandum D1-2-1, Section 5, Subsection (1)(a) and (1)(b).
- 3.4 The Minister may adjust Transportation Charges in accordance with any changes to Chapter 1, Appendix C of Part 20 - Travel Relocation and Foreign Service Policies - of the Financial Management Manual.
- 3.5 The Minister shall invoice the City for the fees and charges set out in Article 3.1 on a monthly basis for all services provided in a calendar month, such invoice to be due and payable upon receipt. Billing privileges will be suspended if payment is not received within fifteen (15) days of the date of the statement.
- 3.6 This Agreement does not include ambulance flights which are subject to different procedures.
- 3.7 The parties agree that the Minister shall not incur any liability of any nature whatsoever, as a result of the failure of the Minister to provide any services contracted for under this Agreement.
- 3.8 The Customs Officers who provide services pursuant to the terms of Agreement are at all times the employees of the Government of Canada, and at all times exercise the powers of public officers under the Customs Act and other relevant legislation. The Customs officers are at no time acting as agents, servants, employees or contractors of the City of Edmonton.

4.0 Notices

4.1 Whenever it is required or permitted that a notice or demand be given or served by either Party upon the other, such notice or demand shall be validly given or sufficiently communicated if sent by registered mail or hand delivered:

To the Minister: Regional Collector
Revenue Canada Customs and Excise
Alberta Region, 720 Harry Hays Building
220 - 4th Street, S.E.
CALGARY, Alberta
T2P 2M7

To the City: Airport Manager
Edmonton Municipal Airport
101 Airport Road
EDMONTON, Alberta
T5G 0W6

Either Party may change its address from time to time by giving the other Party notice thereof, and the address therein specified shall be deemed to be the address of the said Party for the giving of a notice or demand pursuant to this Agreement. Notice given as aforesaid shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is sent by registered mail. Any notice hand delivered shall be deemed to have been given on the date of such delivery.

5.0 Governing Law

5.1 This Agreement shall be governed by the laws of the Province of Alberta.

6.0 Amendment

6.1 This Agreement may be amended at any time by the mutual written consent of the Parties.

IN WITNESS WHEREOF the Parties hereto affixed their corporate seal on the day and year first above written.

APPROVED

As to Form

Janice Lynn Richards
City Solicitor

to Contents

R. Milne
City Solicitor
Head of Department

WITNESS

THE CITY OF EDMONTON

MAYOR

CITY CLERK

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as Represented by the Minister of National Revenue

D. Stankis

WITNESS

H. J. Piles

ASSISTANT DEPUTY MINISTER