

**THE RURAL MUNICIPALITY OF WHITEMOUTH
BY-LAW NO. 704/20**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH THE RURAL MUNICIPALITY OF LAC DU BONNET, FOR PROVISION OF RECREATION DIRECTOR SERVICES.

WHEREAS Section 250(2) of Part 8, Division 1, of The Municipal Act provides in part as follows:

250(2) Without limiting the generality of subsection (1), a municipality may for municipal purposes do the following:

- (d) enter into agreements with a person, with an agency of the Government of Manitoba or the Government of Canada, or with another municipality, including a municipality in another province, to do with or on behalf of the municipality anything the municipality has the power to do within the municipality;

AND WHEREAS it is deemed expedient and in the best interest of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an Agreement with the Rural Municipality of Lac du Bonnet;

AND WHEREAS the terms of the agreement have been negotiated and are contained in the Agreement attached hereto as Schedule "A";


NOW THEREFORE BE IT AND IT IS HEREBY ENACTED as a By-Law of The Rural Municipality of Whitemouth as follows:

1. **THAT** the entering into of the Agreement attached hereto as Schedule "A" is hereby approved and authorized.
2. **THAT** the Reeve and the Chief Administrative Officer of The Rural Municipality of Whitemouth be and are hereby authorized and empowered to sign the Agreement and affix thereto the seal of the Municipality.

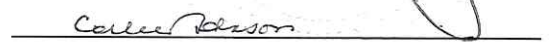
DONE, PASSED AND ENACTED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 14th day of *July*, A.D., 2020

For: *All*

Against: *None*



Reeve



Chief Administrative Officer

Read a first time this 23rd day of June, A.D., 2020
Read a second time this 14th day of *July*, A.D., 2020
Read a third time this 14th day of *July*, A.D., 2020

SCHEDULE "A"

EMPLOYEE SERVICES SHARING AGREEMENT BETWEEN THE RURAL MUNICIPALITY OF LAC DU BONNET AND THE RURAL MUNICIPALITY OF WHITEMOUTH.

This agreement ("Agreement") is entered into effective as of this 1st day of July, 2020, by and between the Rural Municipality of Lac du Bonnet ("Lac du Bonnet"), and the Rural Municipality of Whitemouth ("Whitemouth").

WHEREAS, Whitemouth employs a Recreation Director;

WHEREAS, Lac du Bonnet and Whitemouth wish to share the services of a Recreation Director;

WHEREAS, the intent is for the Recreation Director to remain an employee of Whitemouth and to be bound, during the term shared services are being provided and thereafter during employment, by personnel policies of Whitemouth;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, the Parties agree as follows:

1. Agreement Term.
 - a. The term of this Agreement shall be from July 1, 2020 to December 31, 2023 unless terminated earlier pursuant to the terms of this Agreement.
 - b. Upon mutual agreement of the parties, this Agreement may be extended for additional terms. Either, Lac du Bonnet or Whitemouth shall provide notice of its desire to extend this Agreement by June 1st of each year.
2. Shared Services. Whitemouth and Lac du Bonnet agree to share the services of a Shared Employee as follows:
 - a. Whitemouth shall continue to employ a Recreation Director, as available, under the terms and conditions of the employment agreement with Whitemouth and may be amended from time to time;
 - b. Shared Employee shall perform work for each of the party's fifty percent. The Recreation Director will work 40 hours per week. The Recreation Director will work 5 days bi-weekly for each Municipality, with one day per week being in each of the Municipal Offices;
 - c. The Recreation Director will receive holiday time, sick leave time, and other similar benefits offered through Whitemouth.
3. Payment. In consideration of the service provided by Whitemouth, Lac du Bonnet to reimburse Whitemouth for 50% of the costs of the Recreation Director's salary, securing of a Recreation Director and benefits. Such benefits include, but are not limited to, health insurance benefits, retirement benefits, and other employer-paid benefits including any Whitemouth paid provincial or federal deductions.
4. Termination. Lac du Bonnet or Whitemouth may terminate this agreement upon a material breach of its terms. Provided, however, that in the event of an alleged material breach, a Party shall deliver to the allegedly non-performing party a written request to perform or remedy the alleged breach stating clearly the nature of the breach. The allegedly non-performing party shall then have thirty (30) days to cure the alleged breach (the "cure period"). If the breach is not cured within the cure period, termination will be effective at the conclusion of the cure period. (The failure of a party to give, or delay in giving,

notice of a material breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed pursuant to the Agreement.) In the event of termination, Lac du Bonnet agrees to reimburse Whitemouth for 50% of the costs of the Recreation Directors salary and benefits through the effective date of termination.

5. Mutual Hold Harmless.

- a. It is agreed that Lac du Bonnet shall defend, hold harmless, and indemnify Whitemouth and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Whitemouth and/or its officers, employees, agents, and servants.

6. Mediation. Should any dispute arise out of this Agreement, the parties to the dispute will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be shared equally between the parties to the dispute. If a mediated settlement is reached, neither party will be the prevailing party for the purposes of this settlement. No party will be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

7. Merger Clause. This Agreement comprised of 3 pages, constitutes the sole agreement of the Parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the Parties.

8. Governing Law. This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the Province of Manitoba.

For Rural Municipality of Lac du Bonnet:



Reeve



Chief Administrative Officer

Dated this day of , A.D. 2020.

For Rural Municipality of Whitemouth:



Reeve



Chief Administrative Officer

Dated this 14th day of July , A.D. 2020.