

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 700/20

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH KIMBERLY ALEXANDER TO PROVIDE BY-LAW ENFORCEMENT 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 interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Kimberly Alexander to provide By-Law Enforcement Services;

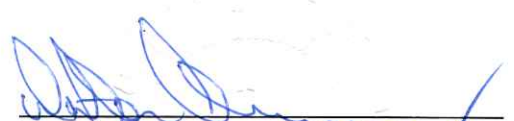
AND WHEREAS the terms of the agreement have been settled and are contained in the agreement attached hereto as Schedule "A";


NOW THEREFORE BE IT AND IT IS HEREBY ENACTED that the Council of The Rural Municipality of Whitemouth, duly assembled, enact as follows:

1. **THAT** the entering into the proposed 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 are hereby authorized and instructed to execute the agreement, as set out in Schedule "A" attached hereto, for and on behalf of the Municipality; and

DONE, PASSED AND ENACTED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 28th day of April, AD., 2020.

For: All
Against: None



Reeve


Chief Administrative Officer

Read a first time this 24th day of March, A.D., 2020
Read a second time this 24th day of March, A.D., 2020
Read a third time this 28th day of April, A.D., 2020

BY-LAW OFFICER ENFORCEMENT AGREEMENT

Schedule "A" to By-law No. 700/20

BETWEEN: THE RURAL MUNICIPALITY OF WHITEMOUTH

AND

KIMBERLY ALEXANDER

WHEREAS the Rural Municipality of Whitemouth (hereinafter referred to as "the Municipality") is desirous of obtaining the services of Kimberly Alexander, (hereinafter referred to as "the By-Law Enforcement Officer"), to enforce the Municipality's By-laws;

AND WHEREAS the By-law Enforcement Officer is prepared to provide the above enforcement services for the Municipality;

NOW THEREFORE this Agreement witnesses that in consideration of the foregoing, and in consideration of the mutual covenants and promises herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1

1.1 The preamble shall form part of this Agreement.

ARTICLE 2

BY-LAW ENFORCEMENT OFFICER OBLIGATIONS

- 2.1 The By-Law Enforcement Officer shall submit a monthly report to Municipality outlining the activities carried out for the Municipality. The report shall include the location and reason for the enforcement of a By-Law.
- 2.2 The By-Law Enforcement Officer shall submit a monthly expense report to the municipality, indicating destination and distance travelled.
- 2.3 When necessary, the By-Law Enforcement Officer will be available to attend Council meetings, such attendance to be invoiced to the Rural Municipality of Whitemouth.
- 2.4 The By-Law Enforcement Officer agrees to keep all information with respect to by-law enforcement services confidential.
- 2.5 The By-Law Enforcement Officer shall provide all equipment required to carry out her duties.
- 2.6 The By-Law Enforcement Officer shall provide a vehicle for by-law enforcement.

ARTICLE 3

MUNICIPAL OBLIGATIONS

- 3.1 The Municipality agrees to include The By-Law Enforcement Officer as an additional liability insured under its insurance coverage only in respect of the By-Law Enforcement Officers work done on behalf of the municipality with regards to enforcement.

ARTICLE 4

RATE PROVISIONS

- 4.1 The By-Law Enforcement Officer shall provide By-law Enforcement Services to the Municipality at a rate of pay to be determined by resolution of Council. The Rural Municipality of Whitemouth will pay Ms. Alexander an hourly rate and that mileage be paid for vehicle use at Municipal rate per kilometre.

ARTICLE 5


GENERAL PROVISIONS

- 5.1 All documents relating to by-law enforcement remain the property of the Municipality.
- 5.2 The By-Law Enforcement Officer acknowledges and agrees that she is entering into this Agreement as an independent contractor and is not and shall not be deemed to be an employee or agent of the Municipality in the fulfilment of the terms of this Agreement.
- 5.3 This Agreement shall not be assigned to any other persons, firms, or corporations without the consent of the Municipality.
- 5.4 This Agreement shall be binding upon the parties thereto, their respective heirs, executors, administrators, successors and assigns.
- 5.5 Termination of this Agreement may be effected by either Party to this Agreement by servicing the other Party with thirty days (30) notice of its intention to withdraw from this Agreement.
- 5.6 This Agreement is in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto caused their hands and seals to be affixed as of the date below written.

Agreement made in duplicate this 5 day of JUNE, 2020

SIGNED, in the presence of:



Witness



Kimberly Alexander

THE RURAL MUNICIPALITY OF WHITEMOUTH



Reeve



Chief Administrative Officer