

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 657/16

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH GERALD JACOB TO PROVIDE BY-LAW ENFORCEMENT OFFICER 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 in part:
- (d) enter into an agreement with one or more of the following regarding anything the municipality has power to do within the municipality: 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 necessary and desirable that The Rural Municipality of Whitemouth enter into an agreement with Gerald Jacob;

AND WHEREAS the terms of the agreement are identified 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 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, for and on behalf of the Municipality.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 10th day of August, A.D., 2016.

For: Dewbyhuz, Bachman,
Nichol & Sikkenga

Against: Saxler

Reeve

Coull Johnson
Chief Administrative Officer

Read a first time this 27th day of July, A.D., 2016

Read a second time this 10th day of August, A.D., 2016

Read a third time this 10th day of August, A.D., 2016

THE RURAL MUNICIPALITY OF WHITEMOUTH
SCHEDULE "A" TO BY-LAW 657/16

THIS AGREEMENT MADE IN DUPLICATE THIS 31st DAY OF *AUGUST*, 2016

BETWEEN:

THE RURAL MUNICIPALITY OF WHITEMOUTH
(hereinafter referred to as the "Municipality")

PARTY OF THE FIRST PART

-and-

GERALD JACOBS,

of Beausejour, Manitoba
(hereinafter referred to as "Jacobs")

PARTY OF THE SECOND PART

Jacobs has agreed to provide services as By-Law Enforcement Officer within the Rural Municipality of Whitemouth, in accordance with this agreement.

NOW THEREFORE THE PARTIES HERETO AGREE as follows:

1. By-Law Enforcement Officer

Jacobs will perform services as By-Law Enforcement Officer for the Municipality. His duties will be to enforce the By-Laws of the Municipality, make orders for the remedying of – animal control, contraventions of By-Laws, the Act, or any other Act that is authorized to enforce; - contraventions of permits, approvals, orders and agreements made or issued; - dangers to public safety or property that is non an unsightly condition; and taking remedial action where required.

He will work under the direction of the Administrative office, and report to Council on a Monthly basis.

Jacobs will provide a vehicle and all other equipment necessary to provide the service.

2. Financial Arrangements

Upon execution of this agreement the Municipality will pay Jacobs \$25.00 per hour. A minimum of thirty two hours per month will be paid, and mileage for use of personal vehicle at Municipal rate

per kilometre.

Jacobs will submit an invoice with supporting material at the end of each month. The Municipality will make payment within 30 days.

Jacobs will be responsible for all costs of the service.

3. Insurance and Indemnity

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.

4. Terms of this Agreement

This agreement will take effect as of August 1, 2016 (even if executed later) when Jacobs' services will continue as he has successfully completed a three month probation period, and will remain in effect for a period of 12 months. The contract will automatically renew annually on August the first unless the Municipality or the contractor provides a written notice to the contrary ninety(90) days before the expiration date.

A party may terminate this agreement for default fifteen days after giving written notice of the default, if it is not remedied within the period. This right of termination is in addition to any remedy available under the law.

On termination Jacobs will return all Municipal supplied equipment to the Municipality in its original condition, reasonable wear and tear excepted.

5. Relationship of the Parties

This agreement does not create an employer - employee or principal-agent relationship between the parties. Jacobs is an independent contractor.

6. Assignment

Jacobs will not assign this agreement to subcontract, in whole or in part, without prior approval of the Municipality.

7. **Address for Notice**

Notice may be given by registered mail addressed to:

Chief Administrative Officer
Rural Municipality of Whitemouth
Box 248
Whitemouth MB
R0E 2G0

or to:

Gerald Jacobs
Box 1115
Beausejour MB
R0E 0C0

Or by personal service on them.

The address for notice may be changed by notice in the same matter.


IN WITNESS THEREOF the parties hereto have executed this agreement the day and year as follows:

DATE: August 10, 2016

The Rural Municipality of Whitemouth


Reeve

DATE: August 31, 2016
SIGNED, SEALED AND DELIVERED
in the presence of:


Chief Administrative Officer


Witness


By-Law Officer Jacobs