

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**BY-LAW NO. 612/13**

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH RICK CLINE TO PROVIDE BY-LAW ENFORCEMENT

**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;

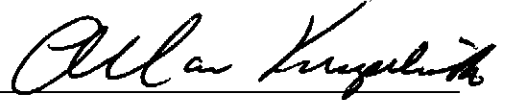
**AND WHEREAS** it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Rick Cline to provide By-law Enforcement;

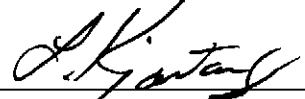
**AND WHEREAS** the terms of the agreement have been settled and are contained in the agreement attached hereto as Schedule "A";

**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.

**DONE AND PASSED** by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 24<sup>th</sup> day of July, AD., 2013.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

Read a first time this 10<sup>th</sup> day of July, AD. 2013  
Read a second time this 10<sup>th</sup> day of July, AD. 2013  
Read a third time this 24<sup>th</sup> day of July, AD., 2013

**THE RURAL MUNICIPALITY OF WHITEMOUTH**

**THIS AGREEMENT MADE IN DUPLICATE THIS 26<sup>th</sup> DAY OF July , 2013.**

**BETWEEN:**

**THE RURAL MUNICIPALITY OF WHITEMOUTH**  
(hereinafter referred to as the "Municipality")  
**PARTY OF THE FIRST PART**

- and -

**RICK CLINE,**  
of Seven Sisters, Manitoba  
(hereinafter referred to as "Cline")  
**PARTY OF THE SECOND PART**

Cline 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**

Cline 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 in 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 Quarterly basis.

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

Cline will comply with By-law No. 603/13 and its amendments.

**2. Financial Arrangements**

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

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

Cline 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 Officer's work done on behalf of the municipality with regards to enforcement.

**4. Terms of this Agreement**

This agreement will take effect as of July 1<sup>st</sup>, 2013 (even if executed later) when Cline's services will commence, and will remain in effect

for a period of 12 months. The contract will automatically renew 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 Cline 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. Cline is an independent contractor.

**6. Assignment**

Cline 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, MANITOBA  
ROE 2G0

or to:

Rick Cline  
Box 232  
Seven Sisters, MANITOBA  
ROE 1Y0

Or by personal service on them.

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

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year as follows:

DATE: July 26/13

The Rural Municipality of Whitemouth

Allen Kropelnicki  
Reeve

DATE: July 26/13  
SIGNED, SEALED AND DELIVERED  
in the presence of:

J. Kantner  
Chief Administrative Officer

Amy Gabelle  
Witness

Rick Cline  
Rick Cline