

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 573/11

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO AUTHORIZE THE ENTERING INTO AND EXECUTION OF AN AGREEMENT WITH LACEY SMITH

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;

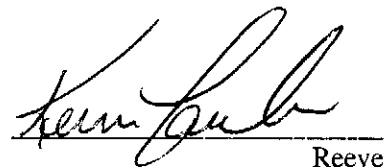
AND WHEREAS it is deemed expedient and in the best interests of the residents of The Rural Municipality of Whitemouth that The Rural Municipality of Whitemouth enter into an agreement with Lacey Smith;

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 24th day of August, AD., 2011.


Reeve


Chief Administrative Officer

Read a first time this 10th day of August, AD. 2011
Read a second time this 24th day of August, AD. 2011
Read a third time this 24th day of August, AD., 2011


**THIS AGREEMENT MADE IN DUPLICATE THIS 24th DAY OF August , 2011
BETWEEN:**

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

-and-

LACEY SMITH
(hereinafter referred to as the "Contractor")


The Parties agree as follows:

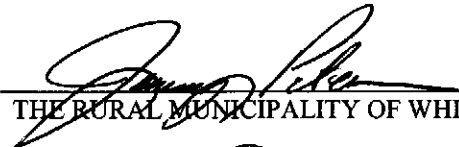

1. The Contractor agrees to provide to and for the Municipality the following duties (hereinafter called the "Services") on the attached Schedule "A" which forms part of this Agreement.
2. Provision of the Services shall commence upon  August 1, 2011, and shall be continued on an as needed basis until August 1, 2012. The contract is renewable for a second and third year term. 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.
3. There shall be a six month probationary period.
4. That the contractor must be bondable and continue to be bondable through the length of the contract.
5. That contractor must have WHMIS training and continue to have current WHMIS training through the length of the contract.
6. Total fees under this contract shall be paid as outlined in attached Schedule "A".
7. The Contractor is an independent contractor, and the Contractor and any person working for the Contractor in respect of the work are not employees of the Municipality for any purpose. The Municipality is interested only in the results obtained by the Contractor, who retains sole control of the manner and means of performing under this Agreement, subject to its various terms and conditions.
8. The Contractor shall not assign this Agreement nor subcontract performance of any of the Services.

9.
 - a) The Contractor shall indemnify and save harmless the Municipality from and against all claims of any kind arising out of any thing provided, permitted or required to be done by or on behalf of the Contractor under this agreement, together with all costs and expenses arising by reason of any such claim, including legal costs on a lawyer and own client basis. This indemnity does not cover any act or thing negligently done or negligently omitted to be done by the Municipality.
 - b) The Municipality shall not be liable nor responsible for any personal or bodily injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor in the performance of this Agreement.
 - c) The Contractor shall use due care in the performance of the obligations under this Agreement to ensure that no person is injured, no property damaged or lost, and no rights are infringed.
10. The Municipality may provide written notice to the Contractor if the Contractor breaches any term, condition or provision hereof or appears unable or unwilling to perform and complete the Services. If the breach continues the Municipality at its option may terminate this Agreement upon two weeks notice in writing to the Contractor and where the Municipality gives notice under this clause,
 - a) the Municipality shall only be obliged to pay the Contractor for the value of the Services rendered by the Contractor up to the date termination takes effect, such value to be determined using the rates provided herein, and the Municipality shall have no other obligation or liability to the Contractor.
11. The Contractor shall, in accordance with this Agreement, be given notice by mail to the following address:

Lacey Smith
Box 901
Pinawa, MB
R0E 1L0
12. The Contractor shall comply with and observe, and is subject to, all the provisions and requirements of the Water and Wastewater Facility Operators Regulation (M.R. 77/2003), Worker' Compensation Act, the Workplace Health and Safety Act and regulations thereunder, any other act or regulation(s) directly pertaining to this Agreement.
14. The Contractor represents and warrants that the Contractor is qualified and possesses the necessary skills, expertise and experience to perform the Services set out in this Agreement specifically Water and Wastewater Facility Operator, Water Treatment Class 1, and understands the Municipality's requirements and will be able to satisfy

those requirements and accreditation throughout the term of this agreement;


WITNESS


THE RURAL MUNICIPALITY OF WHITEMOUTH

Lacey Smith