



BYLAW NO. 405/20 BYLAW ENFORCEMENT OFFICER BYLAW

A BYLAW OF THE TOWN OF STRASBOURG, IN THE PROVINCE OF SASKATCHEWAN TO APPOINT A BYLAW ENFORCEMENT OFFICER

The Council of the Town of Strasbourg in the Province of Saskatchewan, under the provisions of Subsection 373(1) of *The Municipalities Act*, enacts as follows:

1. DEFINITIONS

1.1 In this Bylaw:

- a. **Administrator** - The person appointed as Administrator pursuant to Section 111 of *The Municipalities Act*.
- b. **Bylaw Enforcement Officer** - Law enforcement personnel appointed or hired as an employee of a municipality, charged with the enforcement of bylaws, rules, laws, codes or regulations enacted by the municipality.
- c. **Council** - The Mayor and Councillors of the Town elected pursuant to the provisions of *The Local Government Election Act, 2015*.
- d. **Town** - The Town of Strasbourg.

2. APPOINTMENT

2.1 Council hereby appoints Rocky Coleman of Regina, Saskatchewan as the Bylaw Enforcement Officer for the Town.

2.2 The appointment shall commence at the signing and approval of this Bylaw and continue indefinitely, as per the Agreement in Schedule "A," unless the appointment is terminated by Council or the Bylaw Enforcement Officer by giving thirty (30) days written notice.

3. DUTIES

3.1 The duties of the Bylaw Enforcement Officer shall be:

- a. To enforce specific municipal bylaws, enacted by the Council of the Town, as listed in Schedule "B" of this Bylaw;
- b. To represent the Town before a justice of the peace or provincial court judge in the prosecution of anyone who is charged with contravention of a bylaw; and
- c. Other mutually agreed upon duties as assigned by Council or the Administrator.

4. REPEAL

4.1 Bylaw No. 366/16 being a Bylaw to Appoint a Bylaw Enforcement Officer is hereby repealed.

5. COMING INTO FORCE

5.1 This Bylaw shall come into force on the date of final approval by the Council of the Town of Strasbourg.



Mayor

Jennifer Josephson
Administrator

Certified to be a true copy of Bylaw
No. 405/20 adopted by the Council
of the Town of Strasbourg, on the
____ day of _____, 2020.

[SEAL]

Administrator



**SCHEDULE "A" TO
BYLAW NO. 405/20
BYLAW ENFORCEMENT OFFICER AGREEMENT**

THIS AGREEMENT is made in duplicate effective on this _____ day of _____ 2020;

BETWEEN: Rocky Coleman
46 Hyland Crescent
Regina, Saskatchewan S4R 7P3
(in this Agreement referred to as the "Contractor")

AND

The Town of Strasbourg
P.O. Box 369
Strasbourg, Saskatchewan S0G 4V0
(in this Agreement referred to as the "Town")

WHEREAS the Town is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Town in terms of Bylaw Enforcement;

WHEREAS the Contractor is agreeable to providing such services to the Town on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Town and the Contractor (individually the "Party" and collectively the "Parties" in this Agreement) agree as follows:

1. SERVICES PROVIDED

- 1.1 The Town hereby agrees to engage the Contractor to provide the Town with services (hereinafter referred to as the "Services") consisting of Bylaw Enforcement.
- 1.2 The Services will also include any other tasks which are mutually agreed upon by both Parties.
- 1.3 Any active bylaws in the Town are to be enforced under this Agreement, unless otherwise noted in the Bylaw itself. Schedule "B" of Bylaw 405/20, which is attached hereto and forms part of the Agreement, outlines the general bylaws to be enforced.

2. TERMS OF AGREEMENT

- 2.1 The term of this Agreement will begin on the date of signing of this Agreement and will remain in full force and effect until either Party wishes to terminate, subject to earlier termination as provided in this Agreement.
- 2.2 In the event that either Party wishes to terminate this Agreement, that Party will be required to provide thirty (30) days written notice to the other Party.

3. PERFORMANCE

3.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4. COMPENSATION

4.1 For the services rendered by the Contractor as required by this Agreement, the Town will provide compensation to the Contractor of \$36.52 per hour plus GST, if applicable, and \$0.50/km for travel.

4.2 The Town will be invoiced every month, in detail.

4.3 The Contractor will be responsible for any taxes required under this Agreement.

4.4 Invoices submitted by the Contractor to the Town are due within thirty (30) days of receipt.

5. REIMBURSEMENT OF EXPENSES

5.1 The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement, unless previously agreed upon by the Town.

6. CONFIDENTIALITY

6.1 Confidential information refers to any data or information relating to the business of the Town, which would reasonably be considered to be proprietary to the Town including, but not limited to, accounting, records, business processes, and municipal records that are not generally known in the industry of the Town, and where the release of that confidential information could reasonably be expected to cause harm to the Town.

6.2 The Contractor agrees that they will not disclose, divulge, reveal, or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Town or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

7.1 All intellectual property and related material that is developed or produced under this Agreement, will be the sole property of the Town. The use of the intellectual property by the Town will not be restricted in any manner.

7.2 The Contractor may not use the intellectual property for any purpose other than that is contracted for in this Agreement, except with written consent of the Town. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the intellectual property.

8. RETURN OF PROPERTY

8.1 Upon the expiry or termination of this Agreement, the Contractor will return to the Town any property, documentation, records, or confidential information which is the property of the Town.

9. CAPACITY/INDEPENDENT CONTRACTOR

9.1 In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Town acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

10. NOTICE

10.1 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Town of Strasbourg
P.O. Box 369
Strasbourg, SK S0G 4V0
strasbourg@sasktel.net
- b. Rocky Coleman
46 Hyland Crescent
Regina, SK S4R 7P3
rocman@sasktel.net

or to such other address as any Party may from time to time notify the other.

11. INDEMNIFICATION

11.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

12. DISPUTE RESOLUTION

12.1 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

12.2 If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of Saskatchewan. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction within the Province of Saskatchewan.

13. MODIFICATION OF AGREEMENT

13.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

14. ASSIGNMENT

14.1 The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Town.

15. ENTIRE AGREEMENT

15.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

16. ENUREMENT

16.1 This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

17. GOVERNING LAW

17.1 It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Saskatchewan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

18. SEVERABILITY

18.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. WAIVER

19.1 The waiver of either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the Parties have duly affixed their signature under hand and seal this _____ day of _____, 2020.

For the Contractor

Rocky Coleman

Witness

For the Town of Strasbourg

Mayor

[SEAL]

Administrator



SCHEDULE "B" TO BYLAW NO. 405/20 BYLAWS TO ENFORCE

The Town Council gives Rocky Coleman full authority to enforce the following bylaws within the Town of Strasbourg limits:

- #292/05 – Business License Bylaw
- #342/14 – Civic Addressing Bylaw
- #344/15 – Zoning Bylaw & Associated Amendments
- #346/15 – Traffic Bylaw
- #349/15 – Amend Water & Sewer System Bylaw
- #351/15 – Amend Traffic Bylaw & Associated Amendments
- #352/15 – Campground Bylaw
- #356/15 – Property Standards Bylaw
- #358/15 – Building Bylaw
- #364/16 – Animal Control Bylaw
- #368/16 – Water and Sewer Management Bylaw
- #372/17 – Regulate Outdoor Fires & Fireworks Bylaw
- #385/18 – Cemetery Bylaw
- #389/19 – Lagoon Access Bylaw
- #403/20 – Noise Bylaw