

**BYLAW NO. 201/2023**

A BYLAW OF THE RURAL MUNICIPALITY OF INDIAN HEAD NO. 156 TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE TOWN OF INDIAN HEAD TO SHARE FUNDING OF MAINTENANCE PERSONNEL AT THE INDIAN HEAD CEMETERY

The Council of the Rural Municipality of Indian Head No. 156 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Indian Head No. 156 is hereby authorized to enter into an agreement, identified as Schedule "A", attached hereto and forming part of this bylaw, with the Town of Indian Head for the purpose of sharing funding of Maintenance Personnel for the Indian Head Cemetery.

2. The Reeve and Administrator of the Rural Municipality of Indian Head No. 156 are hereby authorized to sign and execute an agreement, the terms of which are set out in Schedule "A" attached hereto.

Bylaw 182/2018 is hereby repealed.



Reeve

Administrator



SCHEDULE "A" TO BYLAW NO. 201/2023

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2023

BETWEEN: The Town of Indian Head  
(hereinafter referred to as "the Town")  
a municipal corporation of and in the Province of  
Saskatchewan  
(Party of the First Part)

and Rural Municipality of Indian Head No. 156  
(hereinafter referred to as "R.M. 156")  
a municipal corporation of and in the Province of  
Saskatchewan  
(Party of the Second Part)

WHEREAS the parties hereto are desirous of entering into an agreement for joint funding of a Contractor to maintain the Indian Head Cemetery;

and

WHEREAS the Town and R. M. 156 will enter into an agreement with Dave Miller, the Contractor, to provide maintenance to the Indian Head Cemetery,

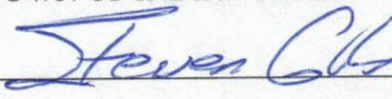
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Town shall pay the Contractor responsible for maintaining the Indian Head Cemetery on the basis prescribed in the attached contract.
2. R. M. 156 shall reimburse the Town, fifty percent (50%) of the payments to the Contractor at the end of each month. \$2,250 at the end of April and the sum of \$4,500 at the end of May, June, July, August and September and the sum of \$2,250 on the 15<sup>th</sup> of October.
3. This agreement shall be binding on the Town and R. M. 156 through 2023. It may be extended or altered if the Contractor, the Town and R.M. 156 all agree on the option of continuing into 2024-2027.

IN WITNESS WHEREOF the Town has caused this Agreement to be executed under its Corporate Seal by the hand of its Mayor and Administrator and R.M. 156 has caused this Agreement to be executed under its Corporate Seal by the hand of its Reeve and Administrator, the day and year first above written.



THE TOWN OF INDIAN HEAD

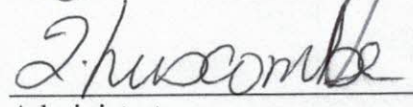
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator



R. M. OF INDIAN HEAD NO. 156

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



THIS AGREEMENT made in duplicate this 25 day of January, 2023 between:

**DAVE MILLER**, of the Town of Indian Head, in the Province of Saskatchewan (hereinafter referred to as the "Contractor"), and

**THE TOWN OF INDIAN HEAD**, a municipal corporation established under the provisions of the Municipalities Act (hereinafter referred to as the "Town"), and

**THE R.M. OF INDIAN HEAD # 156**, a rural municipal corporation established under the provisions of the Municipalities Act (hereinafter referred to as the "R.M.").

**WHEREAS** the Town is the owner of the area known as the Indian Head Cemetery;

**AND WHEREAS** the Contractor, by this Agreement, hereby agrees to maintain the said area.

THIS AGREEMENT WITNESSETH:

1. SCOPE:

- A) That the Contractor covenants and agrees that he shall faithfully, honestly and diligently carry out the tasks set out by the Town and R.M. relating to the maintenance of the Indian Head Cemetery, located in Indian Head, Saskatchewan, and more specifically, but not so to limit the generality of the foregoing, to perform those tasks as set out in Schedule "A" attached to and forming a part of this Agreement.
- B) That the Contractor shall:
  - i) maintain good working relationships with the Town and the R.M.,
  - ii) perform other maintenance duties that may apply to the Indian Head Cemetery as the Administrator of the Town and or R.M. may direct,
  - iii) pay all Worker's Compensation, Holiday Pay, Employment Insurance, Income Tax, Canada Pension Plan or any other Provincial or Federal Assessments in respect of himself or his employees, and
  - iv) notify the Town or R.M. Administrator if unable to carry out his duties.
- C) The Contractor hereby covenants and agrees that he understands that his hours shall be of an irregular basis.



2. PAYMENT:

- A) In consideration of the Contractor's performance as hereinbefore stated the Town shall pay to the Contractor in 2023 the sum of \$2,250.00 at the end of April and the sum of \$4,500.00 at the end of May, June, July, August and September and the sum of \$2,250.00 on the 15<sup>th</sup> of October.
- B) If the Contractor, Town and the R.M. all agree on the option year of 2024-2027 the following payment schedule is to be followed.

In consideration of the Contractor's performance as hereinbefore stated the Town shall pay to the Contractor in 2024-2027, the sum of \$2,250.00 at the end of April and the sum of \$4,500.00 at the end of May, June, July, August and September and the sum of \$2,250.00 on the 15<sup>th</sup> of October.

3. TERMINATION:

- A) The term of the contract shall run from the 15<sup>th</sup> day of April to the 15<sup>th</sup> day of October and shall remain in effect through 2023 and if the Contractor, Town and the R.M. all agree on the option years of 2024-2027 unless terminated in writing at least 60 days prior to April 15<sup>th</sup> by the Contractor, the Town or the RM.
- B) In the event of the Contractor not properly and satisfactorily performing the covenants, duties and stipulations herein contained and provided for, the Town and R.M. may terminate this contract by giving at least 30 days written notice by Registered Mail, addressed to the Contractor at P.O. Box 1403, Indian Head, Saskatchewan, S0G 2K0.
- C) Should the Contractor or one of his employees either consume or be under the influence of liquor while on duty, it is understood that the Town and R.M. will immediately terminate this contract.
- D) Upon termination the Contractor shall be paid to the date of said termination, such payment to be prorated as to the monthly rate of the contract.
- E) Upon the expiration of the date set forth in said notice, the Town may take over without action or process of law, full supervision and control of the maintenance of the Indian Head Cemetery.
- F) The Contract shall be deemed terminated upon the death, insolvency or bankruptcy of the Contractor.
- G) In the event of the Contractor wishing to terminate this Contract, he must provide the Town and R.M. with 30 days written notice by Registered Mail, addressed to the Town of Indian Head at P.O. Box 460, Indian Head, Saskatchewan, S0G 2K0.

4. INDEMNIFICATION:

- A) The Contractor agrees to indemnify and save harmless the Town and the R.M. from all claims, demands, causes of action or suits arising out of any matter for which the Contractor has agreed to provide insurance protection under this Agreement.

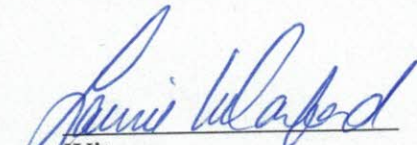



5. NON-ASSIGNMENT:

- A) The Contractor shall not assign this Agreement without the written consent of the Town and R.M.

**IN WITNESS WHEREOF** the Contractor has hereunto set his hand and seal, the Town has caused this Agreement to be executed under its Corporate Seal by the hand of its Mayor and Administrator and the R.M. has caused this Agreement to be executed under its Corporate Seal by the hand of its Reeve and Administrator, the day and year first above written.

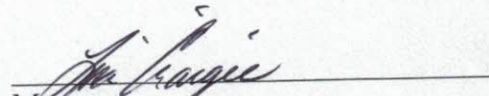
SIGNED, SEALED AND DELIVERED  
In the presence of:

  
Witness

  
Contractor

THE TOWN OF INDIAN HEAD

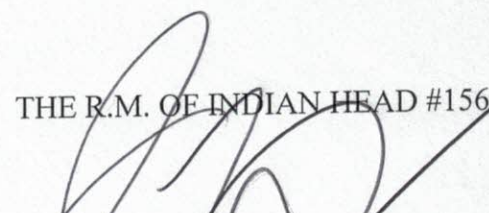


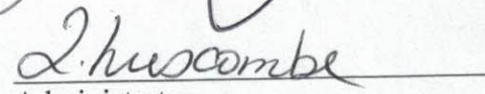
  
Mayor

  
Administrator

THE R.M. OF INDIAN HEAD #156



  
Reeve

  
Administrator



## SCHEDULE "A"

### INDIAN HEAD CEMETERY MAINTENANCE DUTIES

1. Keep grass cut within the parameters of the Indian Head Cemetery at a height between 2 - 4 inches.
2. Trim around all grave stones and markers after each grass cutting.
3. Trim and shape hedges twice per year or as needed.
4. Prune overgrown trees/shrubs and remove decayed or broken branches.
5. Water front entrance flowers, flowerbed near Cemetery plot location sign and flower pots located at the columbarium daily or as needed.
6. Remove weeds from front entrance flower pots flowerbed near Cemetery plot location sign and flower pots located at the columbarium weekly.
7. Keep the Cemetery neat and tidy at all times including removing weathered flowers from plots.
8. Open and close Cemetery Chapel doors as required for use.
9. Level plots with topsoil and apply grass seed as needed (topsoil and grass seed provided).
10. Report any damage to the Indian Head Cemetery to the Town Administrator.