

BYLAW NO. 02-02

A BYLAW OF THE RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501 TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH MUNICIPAL HEALTH HOLDINGS.

The Council of the Rural Municipality of Frenchman Butte No. 501, in the Province of Saskatchewan enacts as follows:

1. The Council of the Rural Municipality of Frenchman Butte No. 501 is hereby authorized to enter into an agreement with Municipal Health Holdings for the purpose of providing funding in the amount of \$5.00 per capita (based on one third of the per capita figure) each year for a period of three years commencing in 2002.
2. The Reeve and Administrator of the Rural Municipality of Frenchman Butte No. 501, are hereby authorized to sign and execute an agreement, the terms of which are set out in the attached agreement.




Reeve

(SEAL)



Administrator

Certified a true copy of Bylaw No. 02-02 adopted by resolution of council on the 14th day of February, 2002.



Reeve

(SEAL)



Administrator

Funding Agreement

BETWEEN:

Municipal Health Holdings,
a Body Corporate in the Province of Saskatchewan,
(hereinafter referred to as "MHH ")

- and -

R.M. of Frenchman Butte No. 501
a Corporation in the Province of Saskatchewan
(hereinafter referred to as the "municipality ")

WHEREAS MHH provides medical services to residents of the municipality;

AND WHEREAS MHH requires local funding for the purchase of capital assets, recruitment and for day to day operations:

AND WHEREAS the municipality has agreed to provide funding to MHH in the amount of \$ 5.00 per capita each year for a period of three years commencing in 2002. The per capita levy will be based on one third of the population figures as published in the Municipal Affairs and Housing 2001 Municipal Directory.

Now therefore this Agreement, as witnessed thereafter, shall be as follows:

1. Municipal Health Holdings shall create and manage a fund and separate bank account know as " The Local Government Fund ".
2. Contributions received from participating local governments through this agreement and other similar agreements shall be deposited to the fund and at the discretion of the board of MHH shall be loaned to MHH to be used for capital expenditure, recruitment or operations.
3. The " Local Government Fund " will be owned by the participating municipalities on a pro rata basis according to each municipality's contribution.
4. MHH will create a liability with respect to the monies received from the " Local Government Fund " and agrees to repay the fund from time to time should the corporation achieve the financial ability to repay the debt.
5. The municipality will remit to the development fund, on or before February 28 in each of the three years, the amount of contributions required according to the terms of this agreement.
6. MHH will provide an annual audited financial statement to the participating municipalities each year disclosing the financial position of MHH and the " Local Government Fund ".
7. The term of this agreement shall be from the 1st day of January, 2002 to the 31st day of December, 2004. The agreement can be renewed for a further term by mutual consent of both parties. Either party hereto may terminate this agreement by providing twelve months written notice.



Municipal Health Holdings

Page 2 of 2

8. Upon termination of this agreement:
Any amounts owing to the municipality from the " Local Government Fund " shall remain owing until such time as the funds are repaid, or the debt is written off by mutual consent of the parties hereto.
9. Time shall be of the essence of this agreement.
10. In the event of any dispute, the dispute shall be submitted to the arbitration of a single arbitrator and his decision shall be binding without right of appeal. A submission made under this paragraph shall be deemed to be a submission to the arbitration within the provisions of the *Arbitration Act, 1992* of the Province of Saskatchewan.
11. This agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF Municipal Health Holdings has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 28 day of January, 2002



Municipal Health Holdings

Per: Karla Stoughton

Per: Grade Suf

IN WITNESS WHEREOF the Rural Municipality of Frenchman Butte No. 501 has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 14th day of February, 2002

Rural Municipality of Frenchman Butte No. 501

(SEAL)

Per: [Signature]

Per: [Signature]