

R.M OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2013-14

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT

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

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into an agreement, attached hereto and forming a part of this bylaw, and identified as "Exhibit A", with the Village of Paradise Hill and the R.M. of Britannia No. 502.
2. The Reeve and the Assistant Administrator of the R.M of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".



Bonus Midgley Reeve
B. [Signature] Administrator

Section 198 *The Municipalities Act*

Read a third time and adopted
this 6 day of JUNE, 2013

B. [Signature]
 Administrator

Certified a true copy of the original Bylaw No. 2013-14

Bonus Midgley
 Reeve

B. [Signature]
 Administrator



THIS AGREEMENT , consisting of three copies, effective the 1st day of January, 2013.

Paradise Hill Clinic Agreement

BETWEEN:

**R.M. of Frenchman Butte No. 501
(Hereinafter referred to as the “RM of FB”)**

;and

**R.M. of Britannia No. 502
(Hereinafter referred to as the “RM of Britannia”)**

;and

**Village of Paradise Hill
(Hereinafter referred to as the “Village”)**

WHEREAS the parties above mentioned have identified the need for medical clinic services delivered in Paradise Hill;

AND WHEREAS it is understood that Prairie North Health Region will schedule doctors to serve the Paradise Hill Clinic;

NOW THEREFORE in consideration of the several covenants and agreements hereinafter contained the parties hereto covenant and agree together as follows:

1. DEFINITIONS:

In these and all other bylaws of the Board, unless the context otherwise requires or specifies:

- a) “Clinic” means the office(s) within the Paradise Hill Health Centre used for the operation of the Paradise Hill Medical Clinic.
 - b) “Member Municipalities” means the Village of Paradise Hill, the R.M. of Frenchman Butte No. 501 and the R.M. of Britannia No. 502.
 - c) “Representatives” means the representatives appointed by the member municipalities.
 - d) “PNHR” means the Prairie North Health Region.
 - e) “Committee” means a committee formed by representatives from each Member Municipality.
2. Office:
- a) The registered office to conduct all financial transactions pertaining to the operation of the Clinic shall be The RM of FB.
 - b) The registered office to conduct the operations management pertaining to the operation of the Clinic shall be the Village. This involves the scheduling and/or recruiting of employees and the overall maintenance of the Clinic.
3. Personnel:
- a) The Committee shall:
 - i) Appoint employees, dismiss employees, define the duties of employees, and fix the remuneration of employees, as they deem necessary, for carrying out the activities and services necessary for the smooth and effective operation of the Clinic; and
 - ii) may delegate supervision of employees to the office authorized to conduct the operations management, as per Section 2 b) of this agreement.

- b) The R.M. of FB shall employ all personnel as may be determined by the committee to be necessary for the smooth and effective operations of the Clinic.
- c) The RM of FB shall be responsible to pay any and all necessary payroll expenses, personnel benefits, pension benefits, applicable payroll insurance's and taxes, and any charges and costs required to be made by law and furthermore the RM of FB shall be responsible for any and all remittances to be made to the Receiver General for Canada and the Municipal Employees Pension Plan and any other authority including but not limited to the Workers Compensation Board.

4. Financial Transactions:

- a) All expenses relating to the clinic operations will be paid by the RM of FB and all revenue derived from the operations of the clinic shall be collected by the RM of FB.
- b) The RM of FB is hereby authorized to perform any financial transactions to conduct the regular business of the Clinic, including:
 - 1) Payroll transactions under \$3,000.00
 - 2) Utility transactions under \$1,000.00
 - 3) Ordering supplies under \$1,500.00

If a transaction exceeds these limits, written authorization from the majority of the committee shall be required. Authorization, provided outside of a duly convened meeting of the committee shall be in the form of a letter, fax or email.

- c) The RM of FB will provide an annual statement showing income and expenses for the immediately preceding year by February 28 of the current year to the Member Municipalities.
- d) The Member Municipalities shall annually contribute a financial contribution to the RM of FB of \$5.00 per capita.
- e) The population used to calculate the per capita contribution for each municipality shall be as follows:
 - a. Village of Paradise Hill - 100% of population using most recent census Canada information
 - b. R.M. of Frenchman Butte No. 501 – 60% of population using most recent census Canada information
 - c. R.M of Britannia No. 502 - 20% of population using most recent census Canada information

This contribution shall be considered and recorded as revenue of the Clinic and shall be reported in the annual financial statement of the Clinic.

- f) In the event that there is a short fall of funding to cover the full operational costs of the Clinic, the member municipalities agree to pay to the RM of FB, on a per capita basis, an amount that represents their respective share of the short fall.

5. Committee:

- a) Each of the Member Municipalities shall appoint, annually, a representative to form a committee.
- b) Any Member Municipality may request that a committee meeting be called at any time to address any issues that any arise pertaining to the operation of the clinic.
- c) The Village, shall call a meeting of the Committee annually, prior to March 31 of each year, to report on the operation of the Clinic for the immediately preceding year.
- d) Mileage and remuneration of committee members for attendance at committee meetings shall be the responsibility of the member municipality that they represent.

5. DISSOLUTION:

- a) If a Member Municipality wishes to withdraw from this agreement, one year written notice to the Committee is required.

6. EFFECTIVE DATE:

- a) It is understood and agreed that this agreement will commence on March 1, 2013, and be continuous until such time a Member Municipality withdrawals from the Committee in accordance with Section 5 (a) of this agreement.

7. APPLICABLE LAW:

This agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan.

8. HEADINGS:

The headings or capitalized and bolded introductory descriptions of the paragraphs immediately following each paragraph number used throughout this agreement are solely for the convenience of the parties and are not to be construed as an aid in the interpretation of this agreement.

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 6th day of June, 20 13.



Per: [Signature]
Reeve

Per: [Signature]
Administrator

IN WITNESS WHEREOF the Rural Municipality of Britannia No. 502 has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 8th day of May, 20 13.



Per: [Signature]
Reeve

Per: [Signature]
Administrator

IN WITNESS WHEREOF the Village of Paradise Hill has caused its corporate seal to be affixed to this Agreement, attested to by the hands of its proper officers in that behalf, this 17 day of May, 20 13.



Per: [Signature]
Mayor

Per: [Signature]
Administrator