

R.M. OF FRENCHMAN BUTTE NO. 501

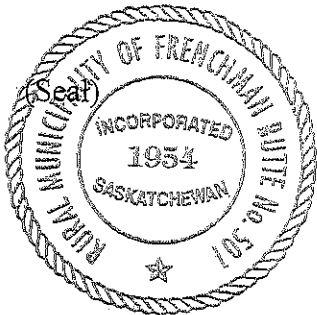
BYLAW NO 2018-16


A BYLAW TO PROVIDE FOR ENTERING INTO A SERVICE LEVEL AGREEMENT WITH THE ROYAL CANADIAN MOUNTED POLICE

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 Service Level Agreement with the Royal Canadian Mounted Police, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Chief Administrative Officer of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".

Read a third time and adopted
this 7th day of November, 2018.




Reeve


Chief Administrative Officer

Service Level Agreement

AGREEMENT

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE
(HEREINAFTER REFERRED TO AS "RCMP")

AND

The Rural Municipality of Frenchman Butte No. 501
(HEREINAFTER REFERRED TO AS THE "Municipality")

NOW THEREFORE THE PARTICIPANTS AGREE AS FOLLOWS:

Article 1 Purpose and Objective

- 1.1 This agreement shall be in effect December 8, 2018 to provide the terms of reference for the RCMP member, **Turtleford** Detachment, funded by the Municipality under their agreement with the Ministry of Corrections, Public Safety and Policing, for the delivery of an enhanced level of policing services.

Article 2 Departmental Representatives

- 2.1 The following officials are designated as the departmental representatives for purposes of this arrangement and any notices required under this arrangement shall be delivered as follows:

<p>For the RCMP:</p> <p>NCO i/c (Non-commissioned officer- in-charge) Turtleford Detachment</p> <p>505 Main St. Box 190 Turtleford, SK S0M2Y0</p> <p>306-845-4520</p>	<p>For the RM:</p> <p>Rita Rogers, Chief Administrative Officer Box 180 Paradise Hill, SK S0M2G0</p> <p>306-344-2034</p>
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Article 3 Agreement Amendments/Terminations

- 3.1 Amendments to this agreement may be negotiated by any of the parties. It shall not be varied by any oral agreement or representation or otherwise than by an instrument in writing of concurrent or subsequent date hereto duly executed by all the parties.
- 3.2 This arrangement shall commence upon execution by the participants and shall expire three years following the date of execution. This arrangement may be terminated by any participant upon one year written notice. Termination does not release a participant from any obligations which accrued while the arrangement was in force.

Article 4 Obligation of Parties

- 4.1 The RCMP member employed by the Municipality will be under the direct control of the NCO i/c **Turtleford** Detachment or Designate and be stationed out of the **St. Walburg** Detachment.
- 4.2 The role of the RCMP member under this Agreement will be to provide an enhanced level of provincial policing pursuant to the duties and responsibilities under the provincial Police Service Agreement between the Government of Canada and the Government of the Province of Saskatchewan. The RCMP member shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province.

Selective enforcement including:

- (1) Provincial Statutes of Saskatchewan
- (2) Criminal Code of Canada, including investigation of vandalism or mischief
- (3) Federal Statutes

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[Handwritten initials]

Additionally, the RCMP member may offer other public safety programs which may include:

- (1) Rural Crime Watch
- (2) Planning emergency services relating to "special events" in the Municipality
- (3) Other programs as agreed to by the Municipality and the RCMP

- 4.3 The RCMP member shall assist other RCMP members during emergency situations on the understanding the RCMP will reciprocate with time and/or services provided by the members/functions.
- 4.4 As required by the Municipality, any unresolved issues between the Municipality and the NCO i/c **Turtleford** Detachment shall be referred to the representatives for resolution pursuant to Article 5.1.
- 4.5 The RCMP will be responsible for providing basic equipment/training for the RCMP member assigned to this Service Level Agreement, i.e. vehicle, radio, kit and clothing. The RCMP will also provide normal RCMP training courses that the member may require to perform his/her duties.
- 4.6 The Municipality will be consulted and provide input into the selection process to fill these positions.
- 4.7 The NCO i/c **Turtleford** Detachment or Designate will provide the Municipality with a quarterly activity/statistical report. Statistics are to include the number of prosecutions, prosecution/court time costs, expense and revenue summaries, location and type of occurrences, and general activity overviews. When operationally available, the enhanced policing position member may attend monthly council meetings.
- 4.8 The incumbent in an enhanced policing position funded by the Rural Municipality will not be transferred from the community to fill a staff shortage in other areas of the Province. The only exception will be an emergency situation where all available members are required. In these situations, the municipality will be exempted from payment for the portion of time the enhanced policing position remains vacant.
- 4.9 Opting out of Agreement. The participants may opt out of the agreement for an enhanced policing position by providing the Solicitor General with written notice one year prior to the desired termination date. In the event the police officer cannot be relocated by the termination date, the municipality will be responsible for payment until relocation of the incumbent is affected. The RCMP will make every effort to relocate the police officer as soon as possible.

Article 5 Dispute Resolution

- 5.1 In the event of a dispute arising from the interpretation or operation of this arrangement, it shall be referred to the participants' representatives set out above, who shall use their best efforts to resolve the matter amicably. If such negotiation fails, the participants agree to refer the matter to the following officials of the participants for final resolution:

For the RCMP: Officer in Charge of Central District RCMP, Saskatoon	For the Rural Municipality: R.M of Frenchman Butte No. 501 Council
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Article 6 Liability

- 6.1 Each participant shall be responsible for any damages caused by the conduct of its employees or agents in carrying out the terms of these arrangements.

Article 7 Monitoring

- 7.1 The participants will meet on an annual basis to review and assess the operation and effectiveness of this arrangement on or before the 30th of November.

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Article 8 This Agreement

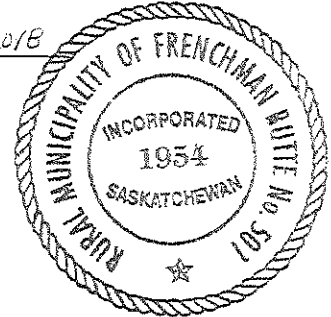
8.1 This agreement is made under the obligations of the parties as outlined in the letter of November 2, 2018 from the Ministry of Corrections, Public Safety and Policing to The Chief Administrative Officer of R.M. of Frenchman Butte No. 501.

Signed by the authorized officer of the participants:

For R.M. of Frenchman Butte No. 501:

B. Mills Midgley
Reeve, Bonnie Mills Midgley
Box 180
Paradise Hill, SK S0M2G0

Date: November 7, 2018



For R.M. of Frenchman Butte No. 501:

Rita Rogers
Chief Administrative Officer, Rita Rogers
Box 180
Paradise Hill, SK S0M2G0

Date: Nov 7, 2018

For the RCMP:

W. Kolata M. Co.
Central District Commander
RCMP "F" Division

Date: 2018 11 16

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