

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2018-20

A BYLAW TO PROVIDE FOR ENTERING INTO PARADISE HILL MEDICAL CLINIC AGREEMENT WITH THE VILLAGE OF PARADISE HILL AND THE R.M. OF BRITANNIA NO. 502

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 Paradise Hill Medical Clinic Agreement with the Village of Paradise Hill and the R.M. of Britannia No. 502, 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".
3. Bylaw 2013-14 is hereby repealed.


Read a third time and adopted
this 10th day of October, 2018.




Reeve


Chief Administrative Officer



Certified a True Copy of Bylaw 2018-20

ADMINISTRATOR

Paradise Hill Medical Clinic Agreement

This agreement in triplicate is as follows:

BETWEEN: Rural Municipality of Frenchman Butte No. 501; and
Rural Municipality of Britannia No. 502; and
The Village of Paradise Hill

WHEREAS the parties above mentioned have identified the need for medical clinic services in the Village of Paradise Hill for urban and rural residents; the parties have established a clinic herein referred to as the Paradise Hill Medical Clinic;

AND WHEREAS it is understood that the Saskatchewan Health Authority will schedule doctors to serve the Paradise Hill Medical 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 agreements of the Committee, unless the context otherwise requires or specifies:

- a) "Clinic" means the office(s) within the Paradise Hill Care Home used for the operation of the Paradise Hill Medical Clinic.
- b) "Member Municipality" or "Member Municipalities" shall be the Village of Paradise Hill, the Rural Municipality of Frenchman Butte No. 501 and/or the Rural Municipality of Britannia No. 502.
- c) "Representative" means the Representative appointed by the respective Member Municipalities.
- d) "SHA" means the Saskatchewan Health Authority.
- e) "Committee" means a committee formed by the Representatives from the Member Municipalities.

2. COMMITTEE

- a) Each Member Municipality shall appoint annually two Representatives to the Committee.
- b) The Committee shall comprise of appointed Representatives, the secretary and the treasurer.
- c) Committee meetings are open to the public and all other attendees would be guests (or observers).
- d) A Representative may request a meeting be called at anytime to address issues that arise pertaining to the operation of the Clinic.

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- e) At least one Representative from each of the Municipal Members must be in attendance to hold a meeting.
- f) Each Member Municipality shall have one vote regardless of the number of representatives attending the meeting.
- g) Only appointed Representatives can make resolutions and vote on motions. Secretary and treasurer are deemed to be non-voting members.
- h) The secretary shall call an Annual Meeting of the Committee prior to February 28 of each year to report on the operation of the Clinic for the preceding year.
- i) The Committee shall appoint a Chairperson and a Vice Chairperson at its Annual Meeting.
- j) Remuneration and mileage of Representatives for meeting attendance shall be the responsibility of the respective Member Municipalities.
- k) The Chief Administrative Officer or designate for the Village of Paradise Hill is deemed to be the secretary of the Committee and is responsible for agenda, minutes, correspondence and other duties as set out by the Committee.
- l) The Chief Administrative Officer or designate for the Rural Municipality of Frenchman Butte No. 501 is deemed to be the treasurer and is responsible for record keeping of financial transactions and the financial reporting to the Committee.

3. OFFICE

- a) The office to conduct all financial transactions pertaining to the operation of the Clinic shall be located at the Rural Municipality of Frenchman Butte No. 501 Municipal Office. This includes collecting and depositing revenues, payment of operating expenses including payroll and record keeping.
- b) The office to conduct the operations management pertaining to the operation of the Clinic shall be located at the Village of Paradise Hill Municipal Office. This includes employee scheduling and the maintenance of the Clinic.

4. PERSONNEL

- a) The Committee shall:
 - (i) Appoint and hire employees, establish positions, dismiss employees, and define the duties of employees as the Committee deems necessary for carrying out the activities and services necessary for the smooth effective operation of the Clinic.
 - (ii) Establish the initial salary grid and initial placement on pay scale as set out in the Rural Municipality of Frenchman Butte No. 501 Human Resources Total Recognition/Compensation Policy 900-01 for all new Clinic employees.
 - (iii) All Clinic employees shall be deemed to be employees of the Rural Municipality of Frenchman Butte No. 501 therefore salaries and benefits shall be administered as per the Rural Municipality of Frenchman Butte No. 501 Human Resources Total Recognition/Compensation Policy 900-01.
 - (iv) The Rural Municipality of Frenchman Butte No. 501 shall be responsible to pay any and all necessary payroll expenses including salaries, benefits, Municipal Employee Pension Plan, Canada Pension Plan, Employment Insurance and any other expenses required as set out in the Rural Municipality of Frenchman Butte No. 501 Human Resources Total Recognition/Compensation Policy 900-01 and/or applicable legislation.

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- (v) The Rural Municipality of Frenchman Butte No. 501 is responsible for any and all remittances to be made to Receiver General, Municipal Employee Pension Plan, Workers' Compensation Board, Saskatchewan Association of Rural Municipalities and any other authority as required.
 - (vi) The Committee is responsible for the supervision of employees.
 - (vii) The Committee by resolution may delegate supervision of the employees to the Village of Paradise Hill.
 - (viii) Rural Municipality of Frenchman Butte No. 501 employee policies with the exception of the Rural Municipality of Frenchman Butte No. 501 Human Resources Total Recognition/Compensation Policy 900-01 do not apply to Clinic employees and it is the responsibility of the Committee to establish Occupational Health & Safety Policies, Harassment Policies, Code of Conduct Policies and Progressive Discipline Policies as the Committee deems necessary.
- b) The secretary of the Committee is authorized to issue a purchase order approving training and travel expenses providing costs do not exceed \$500.00.
5. FINANCIAL
- a) All revenue from Clinic operations, SHA and Member Municipalities' contributions shall be collected by the Rural Municipality of Frenchman Butte No. 501.
 - b) All expenses relating to the Clinic operations will be paid by the Rural Municipality of Frenchman Butte No. 501 from Clinic revenues received.
 - c) The Rural Municipality of Frenchman Butte No. 501 shall be compensated \$200 per month for administration of Clinic finances and this shall be deemed to be an expense of the Clinic.
 - d) The Village of Paradise Hill shall be compensated \$500.00/year for the Clinic secretary duties, photocopying and other office expenses and this shall be deemed to be an expense of the Clinic.
 - e) The Rural Municipality of Frenchman Butte No. 501 is authorized to perform any expense transactions to conduct the regular business of the Clinic providing it does not exceed the limits set out below:
 - i) Payroll and benefit transactions under \$3,000
 - ii) Utility transactions under \$1,000
 - iii) Supplies under \$1,500 subject to a Purchase Order being issued by the Secretary.
 - iv) Insurance Expense under \$2,000
 - f) If a transaction exceeds limits set out in 5d, the Committee's approval is required.
 - g) Authorization for transactions exceeding limits set out in 5d may be provided outside of a duly convened meeting of the Committee if the majority of the Representatives give written approval which may be in the form of a letter, fax or email.
 - h) The Rural Municipality of Frenchman Butte No. 501 is responsible to have the financial records audited as part of its' municipal annual audit.
 - i) The Rural Municipality of Frenchman Butte No. 501 shall present an annual financial statement (unaudited) showing revenue and expenses for the prior year on or before January 31 of the current year to the Committee.
 - j) The Committee shall present a budget for the current year to the Rural Municipality of Frenchman Butte No. 501 prior to February 28.

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6. MEMBER MUNICIPALITIES CONTRIBUTION

- a) The Committee shall on an annual basis determine total levy required to ensure it does not have a deficit budget.
- b) The Member Municipalities shall annually contribute its proportionate share of the annual levy determined by the formula set out in 6c.
- c) Share based formula is set out as follows:
 - i) Village of Paradise Hill – 25%
 - ii) Rural Municipality of Frenchman Butte No. 501 – 50%
 - iii) Rural Municipality of Britannia No. 502 – 25%
- d) This levy shall be considered and recorded as revenue of the Clinic and shall be reported in the financial statement of the Clinic.
- e) In the event of a shortfall of revenue to cover the full operational costs of the Clinic, the Member Municipalities agree to pay to the Rural Municipality of Frenchman Butte No. 501 based on formula set out in 6c.
- f) Any excess revenue from Member Municipalities Contribution shall be put into a reserve account for future expenditures.

7. DISSOLUTION

- a) If a Member Municipality wishes to withdraw from this agreement, one year written notice to the Committee is required.
- b) Contributions paid and which are in reserves will not be reimbursed to the Member Municipality withdrawing from Paradise Hill Medical Clinic Committee.
- c) If all Member Municipalities dissolve the Committee unanimously; all remaining funds belonging to the Paradise Hill Medical Clinic Committee shall be reimbursed to Member Municipalities based on the formula set out in 6 c.

8. EFFECTIVE DATE

It is understood and agreed that this agreement will commence on October 1, 2018 and be continuous until such time as a Member Municipality withdraws from the Committee in accordance with Section 7 of this agreement.

9. APPLICABLE LAW

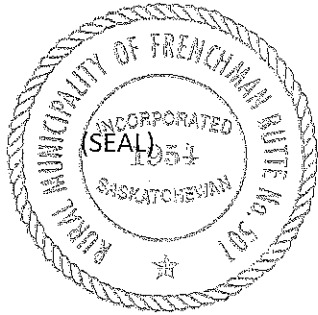
This agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan.

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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 on this 11 day of October, 2018.



Bernice Pringle
Reeve

Kate Rogers
Chief Administrative Officer

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 on this 7th day of November, 2018.



John [Signature]
Reeve

[Signature]
Chief Administrative Officer

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 on this 11th day of October, 2018.



Bernard Ecker
Mayor

Annika Hill
Chief Administrative Officer