



City of  
**Peterborough**

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**To:** Members of the Committee of the Whole

**From:** Allan Seabrooke, Chief Administrative Officer

**Meeting Date:** November 30, 2015

**Subject:** Report CAO15-024  
Amending Agreement with the County of Peterborough and  
Greater Peterborough Area Economic Development  
Corporation

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## **Purpose**

A report to recommend the City enter into an amending agreement with the County of Peterborough and Greater Peterborough Area Economic Development Corporation for the four-year period January 1, 2016 to December 31, 2019.

## **Recommendation**

That Council approve the recommendation outlined in Report CAO15-024, dated November 30, 2015, of the Chief Administrative Officer, as follows:

That the City enter into an amending agreement on certain terms and conditions with the County of Peterborough and Greater Peterborough Area Economic Development Corporation (GPAEDC) with respect to the operations of GPAEDC for the period January 1, 2016 to December 31, 2019, as set out in Appendix A to Report CAO15-024.

## **Budget and Financial Implications**

The amending agreement will obligate the City and County to participate in the funding of GPAEDC for Core Economic Development Activities over the four year period January 1, 2016 to December 31, 2019. The 2016 recommended funding support in the draft budget is \$930,749 which is two per cent higher than the 2015 budgeted base level. The funding for the remaining years would be subject to annual National Consumer Price Index adjustment.

## **Background**

The existing agreement with the County of Peterborough, City of Peterborough and GPAEDC with respect to the operations of the GPAEDC covers the period January 1, 2013 to December 31, 2016 (Appendix B). The agreement delegates the responsibility for the delivery of economic development and tourism services with certain terms and conditions.

In the terms of the current agreement, unless either the City or the County provides written notice prior to January 1, in any year that it does not wish to renew the agreement, the agreement shall be automatically renewed for a successive four-year term.

Based on feedback from City and County Council, there was an expressed interest to amend certain provisions in the current agreement prior to the automatic renewal on January 1, 2016. It was clear that status quo moving forward was not an option and organizational change was needed. The opportunity to recruit a new CEO also provided an opportune moment for the City and County to evaluate the PED activities. As a result, the GPAEDC Board mandated an analysis of the organization to address concerns and chart a fresh approach to operations and the delivery of economic development services.

These changes are reflected in provisions within the amending agreement and a commitment of Board oversight and focus on existing core economic development activities. Highlights include the establishment of two new committees. An Economic Development Key Projects Committee will focus and report on core economic development projects with established goals and deliverables. The second committee involves the formation of a communication plan that is intended to create consistency in branding and positioning of the Peterborough Region externally and to better communicate successes locally. Enhanced communication and relationships with elected officials and key staff at the City and County; and increased board oversight to ensure that specific corporate goals align with the Strategic Plan and objectives in business plans is also addressed.

The Board's CEO Search Committee will also commence the recruitment process for a new Chief Executive Officer (CEO). The skill set for the new CEO and position responsibilities have been established to align with feedback received from the City, County and the GPAEDC Board of Directors.

## **Summary**

The City and County CAO's and the Chair of the GPAEDC recommend Councils adopt an amending agreement covering the period January 1, 2016 to December 31, 2019 as described in this report.

Submitted by,

Allan Seabrooke  
Chief Administrative Officer

Contact Name:

Allan Seabrooke  
Phone 705-742-7777 ext 1810  
Toll Free: 1-855-738-3755  
E-mail address: [aseabrooke@peterborough.ca](mailto:aseabrooke@peterborough.ca)

Appendix A: GPAEDC Operations Amending Agreement covering the period January 1, 2016 to December 31, 2019

Appendix B: City, County of Peterborough and GPAEDC Agreement covering the period January 1, 2013 to December 31, 2016.

## **GPAEDC OPERATIONS AMENDING AGREEMENT**

This Amending Agreement made this 7th day of December, 2015

B E T W E E N:

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

Hereinafter called "City" of the First Part

- and –

**THE CORPORATION OF THE COUNTY OF PETERBOROUGH**

Hereinafter called "County" of the Second Part

- and –

**GREATER PETERBOROUGH AREA ECONOMIC DEVELOPMENT CORPORATION**

Hereinafter called "GPAEDC" of the Third Part

WHEREAS the City, the County and the GPAEDC entered into an Agreement with respect to the operations of the GPAEDC, dated December 17, 2012, (hereinafter called the "Agreement");

AND WHEREAS the parties now wish to amend the Agreement as follows;

NOW THEREFORE in consideration of the agreements herein expressed and other good and valuable consideration, the receipt and sufficiency of such consideration being acknowledged by each Party to each other Party, the Parties agree as follows:

1. Article 2.00 GPAEDC General Mandate, is amended by adding the following:
  - 2.02 The Board of Directors will create two (2) committees:
    - a) Economic Development Key Projects Committee, which will focus and report on core economic development projects with established goals and objectives.
    - b) Communication Committee, which will communicate GPAEDC's successes and create consistency in branding and position of the Peterborough region externally.

Terms of reference and representation will be developed by the Board and President/CEO for the committees.

2. Article 3.00 Services to be provided by GPAEDC, is amended by adding the following:

3.0 The five-year strategic plan will be undertaken in consultation with stakeholders, direction from the Board of Directors; objectives set by the President/CEO; and work plans for staff.

3. Article 4.00 Reporting and Accountability, is amended by deleting Article 4.02 in its entirety and replacing with the following:

4.02 The Board of Directors shall communicate with the City and the County as follows:

- a) Annually, by way of the draft budget, annual work plan to the Joint Services Steering Committee;
- b) Annually, by way of an annual budget and related work plan, to each Council;
- c) Quarterly, by way of strategic plan reports, to each Council;
- d) In the first year of this agreement (2016) in the first quarter of the year, present to the Joint Services Steering Committee and to each Council a set of metrics that will be used to monitor and guide the GPAEDC's actions in the upcoming year.

In each subsequent year, the metrics will accompany the draft budget, annual work plan and the board's quarterly strategic plan update as referenced in paragraphs 4.02 a) – c) herein. These metrics will be communicated and be used to demonstrate the progress of the GPAEDC in achieving the strategic plan and will also demonstrate the impact of the GPAEDC's actions and programmes on key measures of Economic Development in the City and County. The metrics, when agreed upon by the City and County, will be documented in Appendix B of this agreement.

- e) Once every four years, by way of a new five year strategic plan, to the Joint Services Steering Committee and to each Council (the next five year strategic plan will be created in 2015 for implementation in 2016). If requested by either the City or County, a meeting with the requesting Council and the full Board of Directors of the GPAEDC will be arranged as part of the Strategic Plan review.

4. Article 5.00 Financial Arrangements, is amended by deleting Article 5.02a and replacing it with the following:

For the term of this agreement, the City and the County agree to provide funding to GPAEDC to undertake Core Economic Development activities as set out in Appendix A that is at least equal to the approved 2016 budget and subject to annual National Consumer Price Index for the previous year.

5. Article 6.00 Term and Termination, is amended by deleting Article 6.01 and replacing it with the following:

Article 6.01 This agreement shall have a term of four (4) years, commencing on January 1, 2016, and being fully complete on December 31, 2019.

6. All other terms and conditions of the Agreement remain in full force and effect.

Dated at Peterborough, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

SIGNED, SEALED AND DELIVERED  
In the presence of:

THE CORPORATION OF THE  
CITY OF PETERBOROUGH

\_\_\_\_\_  
Daryl Bennett, Mayor

\_\_\_\_\_  
John Kennedy, Clerk

THE CORPORATION OF THE  
COUNTY OF PETERBOROUGH

\_\_\_\_\_  
J. Murray Jones, Warden

\_\_\_\_\_  
Sally Saunders, Clerk

GREATER PETERBOROUGH AREA  
ECONOMIC DEVELOPMENT  
CORPORATION

\_\_\_\_\_  
Peter Gaffney, Chair

Agreement made this 11 day of Dec, 2012

AMONG:

THE CORPORATION OF THE CITY OF PETERBOROUGH

Hereinafter called "City"

of the FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF PETERBOROUGH

Hereinafter called "County"

of the SECOND PART

- and -

GREATER PETERBOROUGH AREA ECONOMIC DEVELOPMENT CORPORATION

Hereinafter called "GPAEDC"

of the THIRD PART

WHEREAS the City and the County entered into an agreement with respect to the operations of the GPAEDC, for the four-year period January 1, 2009 to December 31 2012;

AND WHEREAS the City, County and GPAEDC wish to renew the agreement on certain terms and conditions, in order to maintain the relationship between the City and County and the GPAEDC, by continuing to delegate to GPAEDC the responsibility for the delivery of economic development and tourism services, upon the terms and conditions hereinafter contained;

NOW THEREFORE the parties hereto agree as follows:

**1.0 Governance of the GPAEDC**

- 1.01 The Corporation is governed by a board of directors consisting of:
- The Chief Administrative Officer of the County of Peterborough
  - The Chief Administrative Officer of the City of Peterborough
  - Five directors appointed by the County of Peterborough
  - Five directors appointed by the City of Peterborough
  - Two directors nominated by the Greater Peterborough innovation Cluster Board of Directors

- 1.02 Directors shall serve for the following terms:
- a) The Chief Administrative Officers of the County and the City shall hold office during their term of employment;
  - b) All other directors shall serve for a term of three (3) years, with four (4) directors being elected each year, so that the Board is elected and retires on a three (3) year rotation. Not more than two (2) of the retiring directors may be re-elected in any one year.
- 1.03 Directors shall serve as such without remuneration. No Director shall directly or indirectly receive any profits from his or her position as such, provided that a Director may be reimbursed by GPAEDC for reasonable expenses incurred by him or her in the performance of their duties.
- 1.04 For the purpose of electing Directors in each year after the first Board is elected, the following recruitment process shall be followed to fill pending Director vacancies on the GPAEDC Board:
- a) The Nominating Committee of the Board shall annually and publicly solicit and advertise pending vacancies on the GPAEDC Board.
  - b) The Nominating Committee shall, from the slate of individuals who applied recommend the names of two (2) proposed new or returning Directors to County Council and two (2) proposed new or returning Directors to City Council for consideration and nomination. In 2014 and 2015, one of these individuals will be will be a nominee of the GPIC Board of Directors
  - c) Should County or City Council not approve of the names so recommended, the Nominating Committee of the Board shall advance any proposed additional names for consideration until such a time as approval has been given by County and City Council. Only individuals so approved for the Director appointment by the respective Councils may be elected to the Board at the Annual General Meeting of the members.
  - d) It is acknowledged and agreed that the membership of the GPAEDC consists of the directors.
  - e) Any vacancy created by the resignation of a director prior to the end of his or her term shall be filled for the balance of the term through appointment by the Board of Directors.

## **2.00 GPAEDC General Mandate**

- 2.01 The GPAEDC's mandate is to facilitate an environment which will contribute to the creation of wealth, the growth of new employment and the development of an improving quality of life for area residents. The GPAEDC will promote, facilitate and develop a strong unified economic development presence for the Greater Peterborough area (being the entire geographic region consisting of the County of Peterborough and the City of Peterborough). The GPAEDC will work cooperatively with local municipalities and other organizations to ensure that investment opportunities throughout the entire Region are effectively developed. The GPAEDC, in working to fulfill its general mandate, will be guided by the corporation's strategic plan.



**3.00 Services to be provided by GPAEDC**

- 3.01 The parties hereby agree that GPAEDC shall act as the primary economic development organization of the Region of Peterborough. The GPAEDC shall have the responsibility for the provision of economic development and tourism activities within the City and County of Peterborough as described in Appendix A. The Core Economic Development Activities described in Appendix A shall be reviewed annually to ensure the activities are aligned with the Corporations' Strategic Plan and the strategic direction of the City and County of Peterborough.
- 3.02 In carrying out the economic development activities, the Board of Directors shall create a five- year strategic plan every 5 years which will be updated annually, and shall create an operating budget annually.
- 3.03 GPAEDC will operate with written policies and procedures approved by the board and in accordance with all requirements of the Municipal Act, 2001.

**4.00 Reporting and Accountability**

- 4.01 The Board of Directors will be responsible and accountable to the Councils of the City and the County, through the Joint Services Steering Committee, in the performance of the activities and services provided, and for performance standards and expectations as determined in the approved annual operating budget.
- 4.02 The Board of Directors shall communicate with the City and the County as follows:
- a) Annually, by way of the draft budget, annual work plan and the board's strategic plan update, to the Joint Services Steering Committee;
  - b) Annually, by way of an annual budget and related work plan, and the board's strategic plan update document, to each Council;
  - c) In the first year of this agreement (2013) in the first quarter of the year, present to the Joint Services Steering Committee and to each Council a set of metrics that will be used to monitor and guide the GPAEDC's actions in the upcoming year. In each subsequent year, the proposed metrics will accompany the draft budget, annual work plan and the board's strategic plan update as referenced in paragraphs 4.02 a) herein. These metrics will be communicated and be used to demonstrate the progress of the GPAEDC in achieving the strategic plan and will also demonstrate the impact of the GPAEDC's actions and programmes on key measures of Economic Development in the City and County. The metrics, when agreed upon by the City and County, will be documented in Appendix B of this agreement.

- d) Once every five years, by way of a new five year strategic plan, to the Joint Services Steering Committee and to each Council (the next five year strategic plan will be created in 2014 for implementation in 2015). If requested by either the City or County, a meeting with the requesting Council and the full Board of Directors of the GPAEDC will be arranged as part of the Strategic Plan review; and
  - e) Quarterly attendance and communication and/or as requested by Joint Services Steering Committee, or by the Councils of the City and County.
- 4.03 GPAEDC covenants and agrees that it shall not, without the prior written approval of the City and the County, enter into any contract with, or incur any financial obligation to, any third party which contract or obligation extends beyond the term of this agreement, except with respect to any funding programs as contemplated in Section 5.04. The City and County agree this clause shall not apply to prevent the hiring of permanent employees, so long as such business and/or employment is reflected in the approved budget.

## **5.00 Financial Arrangements**

- 5.01 GPAEDC shall have a fiscal year end of December 31<sup>st</sup>.
- 5.02a For the term of this agreement, the City and the County agree to provide funding to GPAEDC to undertake Core Economic Development Activities as set out in Appendix A that is at least equal to the approved 2012 budget, increased by at least the increase in the National Consumer Price Index for the previous year.
- 5.02b The GPAEDC may also request from the City and/or County additional funds to carry out specific programmes or projects on behalf of the City and/or County. The City and/or County may also ask the GPAEDC to undertake specific programmes or projects on behalf of the City and/or County. These funds will not be considered part of the base funding for the purpose of calculating the minimum budget increase for the following year. These programmes or projects may be economic development activities or the provision and management of routine services that are closely related to the GPAEDC's economic development activities. These additional services shall be covered by separate agreements, as necessary, between the County and/or City and shall be included in Appendix C.
- 5.03 The GPAEDC annual net costs to undertake Core Economic Development Activities as set out in Appendix A shall be allocated to the City and County based upon their proportionate share of total combined permanent population, as established by the latest available official census.
- 5.04 GPAEDC shall actively promote private project funding, and seek to obtain grants, contributions, bequests, gifts and assets from sources other than the City and the County, in furtherance of its objectives.

- 5.05 The City through an agreement shall provide support services to GPAEDC, including the Greater Peterborough Region DNA Cluster operating as the Greater Peterborough Innovation Cluster (GPIC), with respect to finance, banking, accounting, payroll, human resources and purchasing. Such services shall be billed to GPAEDC on a reasonable basis.
- 5.06 The auditor for the City shall be the auditor for GPAEDC. The auditor shall audit the GPAEDC books annually and provide a Management Letter, commenting on the financial management of the GPAEDC to the Board. The auditor will also provide a summary of any audit difference that may have been noted during the audit. The Board shall make the Management letter and summary of audit differences available to the Joint Services Steering Committee.

#### **6.00 Term and Termination**

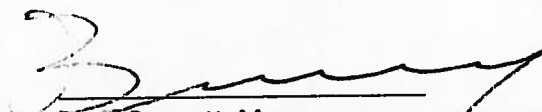
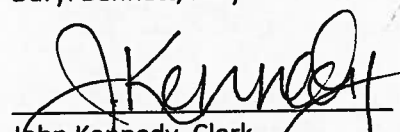
- 6.01 This agreement shall have a term of four (4) years, commencing on January 1, 2013, and being fully complete on December 31, 2016.
- 6.02 This agreement may be terminated by either the City or County prior to the expiration of the agreement upon at least six (6) months written notice to the other parties, and only in the event that GPAEDC is in breach of the terms and conditions of the agreement as determined by the City or County. Particulars of the breach shall be set out in the notice, and the termination shall be effective only if GPAEDC fails to remedy the breach within the six month period, to the satisfaction of the City and the County. Regardless of which party gives notice of termination, the County and the City shall share in any reasonable costs arising from termination, using the same cost-sharing formula as established in paragraph 5.03 of this agreement, at the time of the notice of termination.
- 6.03 This agreement shall be automatically renewed for successive four- year terms on such terms and conditions as agreed to, unless either the City or the County provides written notice prior to January 1 in any year that it does not wish to renew the agreement. Regardless of which party gives notice of non-renewal, the County and the City shall share in any reasonable costs arising from termination, using the same cost-sharing formula as established in paragraph 5.03 of this agreement, at the time of the notice of non-renewal.

6.04 The City and the County hereby specifically agree to indemnify and save harmless the Board of Directors of GPAEDC in respect of any costs provided for in Section 6.02 hereof.

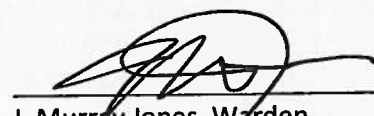
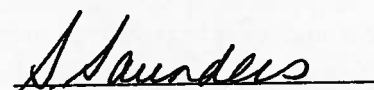
Dated at Peterborough, this 17 day of December, 2012

SIGNED, SEALED AND DELIVERED  
In the presence of:

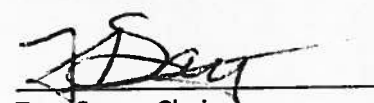
THE CORPORATION OF THE  
CITY OF PETERBOROUGH

  
\_\_\_\_\_  
Daryl Bennett, Mayor  
\_\_\_\_\_  
John Kennedy, Clerk

THE CORPORATION OF THE  
COUNTY OF PETERBOROUGH

  
\_\_\_\_\_  
J. Murray Jones, Warden  
\_\_\_\_\_  
Sally Saunders, Clerk

GREATER PETERBOROUGH AREA  
ECONOMIC  
DEVELOPMENT CORPORATION

  
\_\_\_\_\_  
Tom Sayer, Chair

## **APPENDIX A**

### **CORE ECONOMIC DEVELOPMENT ACTIVITIES**

1. Attract, target, cultivate and manage external investment opportunities which will create new jobs in the Greater Peterborough Region
  - a. Market and promote the Greater Peterborough Region with the cooperation and participation of available community resources by encouraging, facilitating and supporting community Strategic Planning and increasing self-reliance, investment and job creation within the community.
  - b. Act as a liaison with Federal and Provincial development agencies, including a proactive promotion of the Greater Peterborough Region to these agencies.
  - c. Provide professional and confidential service to external clients (including their agents and consultants) considering investments in the region.
  - d. Inventory and promote available sites for industrial location.
2. Facilitate the strengthening of our current regional economic base, including the stimulation and support for entrepreneurship and new company creation
  - a. Support business retention and expansion, existing and emerging business clusters and skill bases through skills upgrading, communication and co-ordination
  - b. Develop and assist in the promotion of tourism and convention trade through operation of the regional Destination Marketing Organization (DMO), Peterborough & the Kawarthas Tourism, as a division of the GPAEDC and participation in Regional Tourism Organization 8 (RTO8).
  - c. Sustain, develop and assist the Agri-food sector expansion as identified in the GPA-EDC Strategic Plan
  - d. Act as a resource to contributing municipalities ( City, County and Townships ) through the provision of economic information and research
  - e. Provide Professional Development Training and Business Advisory Services.
3. Staff from the GPAEDC will provide input to Senior Staff of the City and County on the possible impact on economic development in the Peterborough Region of planning, taxation and other policy decisions. This will be accomplished by the quarterly attendance of appropriate GPAEDC staff at a Senior Staff meeting of the City and of the County. Additional support may be made available by request of the City and/or County as required.

## **APPENDIX B**

### **GPAEDC 2013 ANNUAL PERFORMANCE METRICS**

(For illustrative purposes only. In the first year of this agreement (2013) in the first quarter of the year, GPAEDC will present to the Joint Services Steering Committee and to each Council a completed Appendix B. In each subsequent year, the proposed metrics will accompany the draft budget, annual work plan and the board's strategic plan update)

#### **Corporate Mission**

1. Business Retention and Expansion
  - 1.1. Achieve XX business start-ups, relocations or expansions by GPAEDC clients
  - 1.2. GPAEDC client announcements of job retention or additions which will over the course of one year result in the net addition/retention of XXx jobs
  - 1.3. Facilitate the process for GPAEDC clients in getting over \$XXX00,000 in Federal, Provincial or other external agency grants.
2. Key Economic Development priority achievement
  - 2.1. Build, maintain and support a Key Relationship file with a minimum of XXXXXXXX clients considering new business investments in the next two years of over \$5 million
  - 2.2. Build, maintain and support a Key Relationship file of over XXXXXXXXXX clients considering new investments at the Airport or in the Aviation segment
  - 2.3. Achieve a minimum of XX% growth in tourism revenues in the region
  - 2.4. Co-ordinate and promote a local food initiative that includes a minimum of YYYYYY (XX) local food producer clients
  - 2.5. Jointly with GPIC, build, maintain and support a Key Relationship file which includes a minimum of XXXX clients in process of launching innovative technology companies in the region.
3. Quality of Life – regional income level increase
  - 3.1. New jobs created will have a average wage rate that is XX% higher than the previous year's average wage for the region

#### **Financial**

4. Financial Responsibility
  - 4.1. Manage a balanced budget
5. Financial value added leverage to the City and County investment in the GPAEDC
  - 5.1. Lever a minimum of \$XXX,000 of additional investment for economic development activities in the region from sources external to the City and County

**Stakeholder Awareness and Satisfaction**

**6. Service Satisfaction**

- 6.1. Achieve a minimum XX% satisfaction rate from business stakeholders in the service and value of their interaction with the GPAEDC
- 6.2. Achieve a minimum XX% satisfaction rate from visitors interfacing with GPAEDC Tourism operations
- 6.3. Achieve a minimum XX% satisfaction rate from City/County politicians and senior administration on the GPAEDC management of City and County priorities

**7. Awareness of GPAEDC role**

- 7.1. Achieve a XX% awareness level by key stakeholders about the GPAEDC's role

## **APPENDIX C**

### **ADDITIONAL SERVICE AGREEMENTS**

(For illustrative purposes only. Individual Agreements would be entered into, and contained in Appendix C on an as requires basis)

- 1 Agreement between GPAEDC and City of Peterborough for Airport Marketing
- 2 Agreement between GPAEDC and the City of Peterborough and the County of Peterborough for coordination of Sustainable Peterborough and delivery of administration and support services