

**Consolidated municipal service management agreement
(2020-2024)**

This agreement made as of the of , 2019.

Between:

The Corporation of the City of Peterborough

(hereinafter referred to as the City)

- and -

The Corporation of the County of Peterborough

(hereinafter referred to as the County)

Whereas the City and the County entered in a consolidated municipal service management agreement (the Agreement) on the 29 of May, 1998;

And whereas the agreement was amended in 2008 to cover the period January 1, 2008 to December 31, 2013 unless changed prior thereto by the mutual agreement of the parties;

And whereas the agreement was extended with some modifications for the five year term covering the period January 1, 2014 to December 31, 2018;

And whereas the agreement was amended for one year until December 31, 2019;

And whereas both the City and the County wish to extend the agreement with some modifications for another five year term covering the period January 1, 2020 to December 31, 2024.

Now therefore the Corporation of the City of Peterborough and the Corporation of the County of Peterborough by the Council thereof hereby enacts as follows:

1. Consolidated Municipal Service Managers and Area of Delivery

1.1 The City of Peterborough is designated the Municipal Service Manager for Social Services, Social Housing Services, and Provincial Offences.

1.2 The County of Peterborough is designated the Municipal Service Manager for Paramedic Services.

1.3 The City and the County will provide consolidated municipal service planning and management required for the services within the geographic area comprising the County of Peterborough, including the geographic

area comprising the City of Peterborough (hereinafter referred to as the Service delivery area).

2. County City Liaison Committee

2.1 Joint Services Steering Committee Renamed County City Liaison Committee

The Joint Services Steering Committee, previously established by the parties, is hereby renamed the County City Liaison Committee (CCLC) to recognize a slightly changed scope of the areas of delivery and increased scope of discussion for other mutual areas of interest. The CCLC shall be responsible for the administration and implementation of the terms of this agreement in an orderly and proper fashion, and shall make recommendations to the City and County Councils with respect to joint services issues and other areas of mutual interest.

2.2 Responsibilities of the County City Liaison Committee

The responsibilities of the CCLC shall include, making recommendations to the Councils or advising staff related to:

- a) Reviewing and endorsement of draft annual budget and recommend approval to the Councils of the City and the County including appropriate levels of staffing, and service levels for the various services to the respective Councils. Prior to bringing forward any budgets for approval, staff of the Municipal Service Manager will present the CCLC with a report(s) that, without limiting this provision, outline: the services being provided; the levels of service being provided; service needs, priorities and pressures being experienced; and recommendations as to how best to address the future needs of the service;
- b) The Consolidated Municipal Service Managers operations being delivered;
- c) The Waste Management Facility; and
- d) A forum for the exchange of ideas and information concerning matters of municipal interest and consequence to the County and City as may arise from time to time such as, but not limited to:
 - a) Transportation matters;
 - b) Land use planning and development;
 - c) Systems of municipal government and municipal government restructuring;
 - d) Economic Development;

- e) Joint use of facilities; and
- f) Emergency Management disaster planning.

2.3 **Composition**

The CCLC shall be composed of:

- a) The Warden of the County of Peterborough;
- b) Three (3) members of the Council of the County of Peterborough;
- c) The Mayor of the City of Peterborough;
- d) Three (3) members of the Council of the City of Peterborough and
- e) all members shall be appointed for the term of Council.

2.4 **Chairperson**

The Members of the CCLC shall elect from among themselves a Chairperson and Vice Chairperson who shall serve for a one (1) year term from January 1 to December 31 in each year. The position of Chairperson shall alternate from year to year between the County and the City Committee Members. The Chairperson shall vote on all matters.

2.5 **Decisions and recommendations**

Decisions and recommendations of the CCLC shall be by way of majority vote of the members present. Accordingly, no action may be taken on matters, which result in a tie vote. A quorum shall consist of five (5) voting members.

2.6 **Frequency of meetings**

The CCLC may meet once each quarter. Additional meetings may be scheduled if issues arise which, in the opinion of the City's Chief Administrative Officer and/or the County's Chief Administrative Officer, need to be presented to the Committee.

2.7 **Date of meetings**

When required, meetings will be held on the second Thursday of the month.

2.8 **Location of meetings**

Meetings will be held in the Council Chambers of the municipality whose turn it is to Chair the meetings for that year.

2.9 **City and County Staff Meet to Review Items**

When possible, City and County staff will meet the week before the CCLC meeting to review all reports that will be on the Committee agenda.

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2.10 Agenda distribution

The City Clerk shall prepare and distribute agendas to CCLC members on the Friday before the week in which a CCLC is held.

2.11 Minutes

The City Clerk shall attend each CCLC meeting and shall prepare minutes that shall be circulated in a timely fashion to the CCLC members.

2.12 Meeting Procedure

Meetings will be conducted in accordance with the **Municipal Act, 2001** requirements and relevant regulations.

2.13 Committee Recommendations

Committee recommendations may be forwarded to City Council, County Council or both Councils, depending upon the issue being considered. Generally speaking, recommendations will be dealt with as follows:

- a) Ontario Works, Child Care, Social Housing, Provincial Offences and **Waste Management Facility** will be presented to City Council for consideration.
- b) Paramedic Services will be presented to County Council for consideration.
- c) **Annual Budgets for Ontario Works, Child Care, Social Housing, Paramedic Services and Provincial Offences will be presented to both Councils for consideration.**
- d) **Each Municipal Service Manager will review feasibility of and report back on a set of Key Performance Indicators (hereinafter "KPIs") to be regularly reported by the Service as an indicator of how the Service is performing against expectations by January 2024.**

3. Housing and Homelessness Advisory Committee

3.1 The Housing and Homelessness Advisory Committee is considered to be an Advisory Committee to the CCLC.

3.2 Staff members from the City and/or the County will sit on the advisory committee and report regularly to the CCLC.

3.3 Recommendations can be submitted to the CCLC by Housing and Homelessness Advisory Committee through a covering report prepared by the City Commissioner of Community Services.

3.4 Minutes from all of the Housing and Homelessness Advisory Committee will be placed on the CCLC agenda as an information item.

4. Age-friendly Peterborough Advisory Committee

- 4.1 The Age-Friendly Peterborough Advisory Committee is considered to be an Advisory Committee to the CCLC.
- 4.2 Staff Members from the City and/or County will support the advisory committee and report regularly to CCLC.
- 4.3 Recommendations can be submitted to the CCLC by Age-Friendly Peterborough Advisory Committee through a covering report prepared by the City Commissioner of Community Services.
- 4.4 Minutes of the Age-Friendly Peterborough Advisory Committee will be placed on the CCLC agenda as an information item.

5. Service Delivery Manager Obligations

- 5.1 Each Municipal Service Delivery Manager has the obligation of discharging such responsibilities as the Province may prescribe for Municipal Service Managers in respect of the service or services, including the following:
 - a) Managing the system of services within the service delivery area;
 - b) Being accountable to the Province and local taxpayers for management of these services within the policies and standards established by the Province;
 - c) Administering cost-sharing arrangements with the Province for Social Services, Social Housing, Provincial Offences, Paramedic Services;
 - d) Administering cost-sharing arrangements between the City and the County;
 - e) Determining, within Provincial policies, the most effective approaches for delivering services to clients in the service delivery area;
 - f) Taking advantage of opportunities to rationalize service delivery, where it is cost-effective and consistent with Provincial policies to do so;
 - g) Performing all Human Resources functions required to operate the service in accordance with their respective Municipality's Human Resources Policies; and
 - h) Acquiring all goods and services required to provide the service in accordance with their respective Municipality's Purchasing Policies.

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5.2 Services will be delivered in accordance with the following criteria:

- a) within a clearly defined service area;
- b) in a manner which takes language and culture into account; and
- c) takes existing transportation and communication networks into account.

6. Term of Agreement

6.1 The term of this agreement will be January 1, 2020 to December 31, 2024.

7. Services Covered and Cost Sharing Basis

7.1 The services covered under this agreement, and the basis upon which cost are to be allocated, are set out on Schedule A to this agreement.

7.2 Schedule A to this agreement may be amended from time to time by mutual agreement of each party's duly elected municipal council.

8. City Chief Administrative Officer and The County Chief Administrative Officer Delegated Authority

8.1 The City's Chief Administrative Officer and the County's Chief Administrative Officer are hereby authorized to administer and see to the carrying out of this agreement and, without restricting the generality of the foregoing, to exchange letters of understanding that more fully provide for the implementation and maintenance of the municipal services delivery system in accordance with the arrangements with and policies of the Province and the provisions of this agreement. Letters of Understanding shall be appended to and form part of this agreement.

9. Dispute Resolution

9.1 In the event of any dispute about any matter arising out of this agreement between the City and the County, the following shall apply:

- a) The dispute shall be referred initially by the party raising the dispute to the other party in writing for decision, which the latter shall give in writing within a reasonable time.
- b) If the dispute is not satisfactorily settled between the parties, the dispute **may** be submitted forthwith to a mediator to be agreed upon by the parties.
- c) **If the parties cannot agree on a mediator or the dispute is not satisfactorily settled between the parties through mediation, the**

dispute shall be submitted, subject to any other requirements of law, to arbitration pursuant to the **Arbitration Act, 1991** or any other means of alternative dispute resolution satisfactory to the parties and the decision of the arbitrator, or if more than one, the decision of the majority shall be final and binding on the parties.

10. Notice To Be In Writing

10.1 Where in this agreement any notice, request, direction or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, e-mail, or facsimile transmission addressed, in the case of the City, to its Chief Administrative Officer and, in the case of the County, to its Chief Administrative Officer at the addresses set out below:

- a) City of Peterborough
Attention: Chief Administrative Officer
500 George Street North
Peterborough, ON K9H 3R9
- b) County of Peterborough
Attention: Chief Administrative Officer
County Court House
470 Water Street
Peterborough, ON K9H 3M3

11. Agreement May Be Altered By Written Agreement

11.1 If at any time during the continuance of this agreement, the parties shall deem it necessary or advisable to make any alteration or addition to this agreement, they may do so by means of a written agreement between them which shall be supplemental or additional hereto and form part hereof.

12. Related Agreements

12.1 At its meeting held December 3, 2012 based on recommendations in Report CAO12-020, dated December 3, 2012, and through By-law 012-173 Council of the City of Peterborough, Council approved an Agreement between the City of Peterborough, County of Peterborough and the Greater Peterborough Area Economic Development Corporation covering the four year period January 1, 2013 to December 31, 2016. At its meeting held December 7, 2012 through By-law 2012-79, County Council

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approved the same agreement. Portions of that agreement refer to responsibilities of the Joint Services Steering Committee.

- 12.2** At its meeting held March 6, 2000, based on the City Solicitor's report OCS00-001, dated February 28, 2000, Council of the City of Peterborough authorized the Mayor and the Clerk to execute an Inter-Municipal Service Agreement between the City and County stipulating the City would deliver the POA services and revenues would be shared based on weighted current value assessment. Both parties signed the agreement on June 1, 2000. The Agreement also set out other operational issues and refers to responsibilities of the Joint Services Steering Committee.

All other respects of the Agreement remain in full force and effect according to all of the terms and conditions thereof, except as modified or amended by this Amending Agreement.

In Witness Whereof the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective proper signing officers in that behalf duly authorized.

DATED this day of , 2019.

The Corporation of The City of Peterborough

Mayor

Clerk

The Corporation of The County of Peterborough

Warden

Appendix A

Chief Administrative Officer

Schedule A of the Agreement shall be deleted in its entirety and replaced with the new Schedule A.