



City of
Peterborough

To: Members of General Committee

From: Jasbir Raina, Chief Administrative Officer

Meeting Date: August 8, 2023

Subject: Agreement Between City and County of Peterborough for Consolidated Municipal Services, Report CAO23-003

Purpose

A report to recommend changes to the agreement between the City and County of Peterborough for Consolidated Municipal Services.

Recommendations

That Council approve the recommendations outlined in Report CAO23-003 dated August 8, 2023, of the Chief Administrative Officer, as follows:

- a) That the amendments to the agreement between the City and County of Peterborough for Consolidated Municipal Services, attached as Appendix A to Report CAO23-003 be approved and,
- b) That the Mayor and Clerk be authorized to sign the amending agreement to give effect to Recommendation a) and,
- c) That the Terms of Reference, attached as Appendix B to Report CAO23-003, to re-establish a joint County-City Waste Management Committee, be approved.

Budget and Financial Implications

The 2023 gross operating budget, of the services that fall within the scope of the Consolidated Municipal Services Management Agreement (CMSM), are \$128.7 million

and \$31.2 million net expenditures with the City's share being \$18.4 million and the County's share being \$12.3 million. There are no budget implications associated with the approval of this report.

Background

In 1998, City and County Councils approved a Consolidated Municipal Services Management Agreement (CMSM) between the parties respecting the provincial delegation that the City would be the Service Delivery Manager of Provincial Offences, Ontario Works, Child Care and Social Housing and the County would be the Service Delivery Manager for Land Ambulance, now termed Paramedic Services. The CMSM agreement set out how the various services would be cost shared and established a Joint Services Steering Committee.

In 2019, City and County Councils approved an updated Consolidated Municipal Services Management Agreement (CMSM), which included among other changes, moving agenda items related to Waste Management from the stand-alone City-County committee to form part of the topics discussed at, what is currently known as the Peterborough Regional Liaison Committee or PRLC. Through Report CAO19-012, City Council approved the updated CMSM agreement with a five year term from January 1, 2020 to December 31, 2024.

At its meeting of May 25, 2023, PRLC endorsed the recommendations outlined in Report CAOPRLC23-001, as follows:

- a) That Peterborough Regional Liaison Committee (PRLC) endorse in principle, the separating of Waste Management as a service delivery topic from PRLC and re-establish a stand-alone Waste Management Committee.
- b) That the Draft Terms of Reference as outlined in Appendix A to Report CAOPRLC23-001 be reviewed by the new Committee at its first meeting.

Further, PRLC approved changing the name of the committee as per the following motion:

That the Peterborough Regional Liaison Committee be renamed the Greater Peterborough Joint Services Committee.

In keeping with the endorsement by PRLC, the 2019-2024 CMSM agreement has been amended to update the name of the Committee to "Greater Peterborough Joint Services Committee" and the references to the Waste Management Committee have been removed. A tracked changes version of the proposed amendments is attached to the report as Appendix A. As the current agreement expires December 31, 2024, staff anticipate, subject to any discussions at PRLC, a report will be provided to each respective Council with recommendations on an agreement for the term beyond 2024.

PRLC has endorsed endorse in principle, the separating of Waste Management as a service delivery topic from PRLC and re-establish a stand-alone Waste Management Committee. Historically, the Committee met on a Monday afternoon at City Hall to discuss topics such as management of the landfill, tipping fees, operational hours and reporting requirements to the province. The Terms of Reference associated with the previous stand-alone Waste Management Committee were reviewed by PRLC with a direction for the Terms of Reference (TOR) to be reviewed by the Waste Management Committee at its first meeting. Subject to any discussion by the Waste Management Committee, staff would provide Council with an update in the event the Committee wished to amend the TOR. Attached as Appendix B to the report is the TOR to re-establish a stand-alone joint City-County Waste Management Committee.

Summary

Staff are recommending the current Consolidated Municipal Services Management Agreement between the City and County of Peterborough be amended to change the name of the Committee to “Greater Peterborough Joint Services Committee” and to re-establish a stand-alone City-County Waste Management Committee.

Submitted by,

Jasbir Raina
Chief Administrative Officer

Contact Name:

Richard Freymond, Commissioner of Corporate and Legislative Services
Phone: 705-742-7777, Ext 1863
Toll Free: 1-855-738-3755
Fax: 705-876-4607
E-Mail: rfreymond@peterborough.ca

John Kennedy, City Clerk
Phone: 705-742-7771, Ext 1799
Toll Free: 1-855-738-3755
Fax: 705-742-4138
E-Mail: jkennedy@peterborough.ca

Attachments:

Appendix A – Proposed amendments to the City-County Consolidated Municipal Services Management Agreement
Appendix B – Proposed Terms of Reference for the City-County Waste Management Committee

Appendix A

Consolidated Municipal Service Management Agreement (2020-2024)

This agreement made as of the _____ day of _____, 2023

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 Greater Peterborough Joint Services Committee

- 2.1 **Peterborough Regional Liaison Committee** renamed Greater Peterborough Joint Services Committee- The Peterborough Regional Liaison Committee, previously established by the parties, is hereby renamed the Greater Peterborough Joint Services Committee (GPJSC) to recognize a slightly changed scope of the areas of delivery and increased scope of discussion for other mutual areas of interest. The GPJSC 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 Peterborough Regional Liaison Committee -

The responsibilities of the GPJSC 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 GPJSC with a report(s) that, without limiting this provision, outline: the services being provided; the levels of service being provided; services 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) 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:
 - i. Transportation matters;
 - ii. Land use planning and development;
 - iii. Systems of municipal government and municipal government restructuring;
 - iv. Economic Development;
 - v. Joint use of facilities; and
 - vi. Emergency Management disaster planning.

2.3 Composition - The GPJSC 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 GPJSC 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 GPJSC 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 GPJSC may meet once each quarter. Additional meetings may be scheduled if issues arise which, in the opinion of the City’s Chief Administration Office and/or the County’s Chief Administration 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 GPJSC meeting to review all reports that will be on the Committee agenda.
- 2.10 Agenda distribution** – The City Clerk shall prepare and distribute agendas to GPJSC members on the Friday before the week in which a GPJSC meeting is held.
- 2.11 Minutes** – The City Clerk shall attend each GPJSC meeting and shall prepare minutes that shall be circulated in a timely fashion to the GPJSC 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 will 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 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.

- e) Advice from the GPJSC will be referenced in the reports to each Council.

3 Housing and Homelessness Advisory Committee

- 3.1** The Housing and Homelessness Advisory Committee is considered to be an Advisory Committee to the GPJSC.
- 3.2** Staff members from the City and/or the County will sit on the advisory committee and report regularly to the GPJSC.
- 3.3** Recommendations can be submitted to the GPJSC 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 GPJSC 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 GPJSC.
- 4.2** Staff Members from the City and/or County will support the advisory committee and report regularly to GPJSC.
- 4.3** Recommendations can be submitted to the GPJSC 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 GPJSC 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.

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 Is 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, 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 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 Greater Peterborough Joint Services 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 _____, 2023

The Corporation of The City of Peterborough

Mayor

Clerk

The Corporation of the County of Peterborough

Warden

Clerk

Appendix B

Terms of Reference for City-County Waste Management Committee

WASTE MANAGEMENT COMMITTEE

6.1 The Waste Management Steering Committee, previously established by the parties, is hereby continued as the Waste Management Committee, which shall be responsible for the administration and implementation of the terms of this agreement in an orderly and proper fashion, and which shall advise the County and City Councils with respect to waste management issues. The Waste Management Committee shall be deemed not to be a Municipal Service Board, as defined in the **Municipal Act, 2001**.

6.2 The responsibilities of the Waste Management Committee shall include, but not necessarily be limited to, the following:

6.2.1 Preparation of a draft annual work plan and budget and presentation to the Councils of the County and the City for approval.

6.2.2 Management of the Facility and related infrastructure, as well as the Adjacent Lands, all in accordance with the approved annual budget and work plan.

6.2.3 Establishment and administration of rules governing the operation of the Facility.

6.2.4 Making recommendations to the Councils regarding tipping fees and any other charge to the public.

6.2.5 Establishment of hours of operation for the Facility in accordance with the Certificate of Approval.

6.2.6 Direction of the preparation and call for tenders for necessary services in accordance with the approved budget.

6.2.7 Reporting to such Government agencies as may be required.

6.2.8 Administration of the Public Liaison Committee.

6.2.9 Undertaking all other actions and steps as may be required to oversee and implement the operations of the Facility in accordance with the Certificate of Approval.

6.2.10 Providing on-going advice and recommendations in accordance with the approved Waste Management System Plan.

6.3 The Waste Management Committee shall receive advice from such staff members of the County and the City as it deems appropriate, and in particular, shall receive advice from an Operations and Development Advisory Committee,

which shall function in accordance with the Terms of Reference attached hereto as Schedule "C".

6.4 The Waste Management Committee shall be composed of three (3) members of each of the Councils of the County and the City, which shall include the Warden and the Mayor, or their designates.

6.5 The Members of the Waste Management Committee shall elect from among themselves a Chairperson who shall serve for a one (1) year term from January 1st to December 31st 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.

6.6 Decisions and recommendations of the Waste Management Committee 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 four (4) voting members.

6.7 The Waste Management Committee shall maintain books, records and accounts of all actions, proceedings and matters within its delegated authority, which records shall be available to the County and City Councils of the parties hereto upon request. The auditors for the City shall be the auditors for the Waste Management Committee and are authorized to release information directly to both parties, and to submit audited financial statements to both parties as soon as they have been completed.

6.8 The City shall provide administrative services and staff, including, without limiting the generality, financial services, as may be required by Waste Management Committee to carry out its responsibilities in accordance with this agreement. Costs incurred by the City in providing such services and staff will be apportioned between the parties in accordance with the provisions of this Agreement and the annual approved budget.

6.9 The Waste Management Committee shall meet as often as required, in order to properly manage those matters which have been assigned to it by the terms of this agreement.

6.10 The Waste Management Committee shall keep minutes of its meetings, which shall be circulated in a timely fashion to Waste Management Committee members and the Clerk of the County and the City, for distribution to members of each Council. Further, the Waste Management Committee shall take such further steps as the Waste Management Committee considers necessary, or as the Councils shall jointly direct, to ensure that the said Councils are fully informed of actions being taken by the Waste Management Committee.