

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 03-210**

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE CORPORATION OF THE COUNTY OF PETERBOROUGH FOR A CONSOLIDATED MUNICIPAL SERVICES MANAGEMENT AGREEMENT**

**WHEREAS** as the City and County entered in a consolidated municipal service agreement on the 29<sup>th</sup> of May, 1998;

**AND WHEREAS** Schedules to the agreement set out cost sharing arrangements which were in effect for a term that commenced on January 1, 1998 and that end on December 31, 2003, unless changed prior thereto by the mutual agreement of the parties;

**AND WHEREAS** both the City and the County acknowledge that each Municipal Service Manager has the authority to manage their respective municipal services, which has been assigned to them as part of this agreement within the approved annual budgets;

**AND WHEREAS** both the City and the County wish to extend the agreement with some modifications for another 5 year term covering the period January 1, 2004 to December 31, 2008; and

**AND WHEREAS** the City/County of Peterborough Joint Services Steering Committee have recommended that Council enter into an agreement, for the provision of services and the sharing of costs, as set out in the attached agreement marked as Appendix "A".

**NOW THEREFORE** the Corporation of the City of Peterborough by the Council thereof hereby enacts as follows:

1. That the Mayor and Clerk be and they are hereby authorized to execute an Consolidated Municipal Services Management Agreement between the Corporation of the City of Peterborough and the Corporation of the County of Peterborough in the form attached hereby as Appendix "A" and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 27<sup>th</sup> day of October 2003.

By-law read a third time and finally passed this 27<sup>th</sup> day of October 2003.

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

**APPENDIX A**  
**CONSOLIDATED MUNICIPAL SERVICE MANAGEMENT**  
**AGREEMENT (2004-2008)**

This agreement made as of the \_\_\_\_ \_\_\_\_, \_\_\_\_.

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 as the City and the County entered in a consolidated municipal service management agreement on the 29th of May, 1998;

AND WHEREAS Schedules to the agreement set out cost sharing arrangements which were in effect for a term that commenced on January 1, 1998 and that end on December 31, 2003, unless changed prior thereto by the mutual agreement of the parties;

AND WHEREAS both the City and the County acknowledge that each Municipal Service Manager has the authority to manage their respective municipal services, which has been assigned to them as part of this agreement within the approved annual budgets.

AND WHEREAS both the City and the County wish to extend the agreement with some modifications for another 5 year term;

THEREFORE the City and the County covenant and agree each with the other 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. The County of Peterborough is designated the Municipal Service Manager for the service delivery area for Land Ambulance Services.
- 1.2 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. **JOINT SERVICES STEERING COMMITTEE**

### 2.1 **Joint Services Steering Committee Continues**

The Joint Services Steering Committee, previously established by the parties, is hereby continued as the Joint Services Steering 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 make recommendations to the City and County Councils with respect to joint services issues.

### 2.2 **Responsibilities of the Joint Services Steering Committee**

The responsibilities of the Joint Services Steering Committee shall include, but not necessarily be limited to:

- a) reviewing and approval of draft annual work plan and 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; and
- b) making recommendations to the Councils regarding various policy issues related to the operations of the services being delivered.

### 2.3 **Composition**

The Joint Services Steering Committee shall be composed of three (3) members of each of the Councils of the City and the County and those members shall be appointed for the term of Council.

### 2.4 **Chairperson**

The Members of the Joint Services Steering Committee shall elect from among themselves a Chairperson and Vice 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.

### 2.5 **Decisions and recommendations**

Decisions and recommendations of the Joint Services Steering 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.

2.6 **Frequency of meetings**

The Joint Services Steering Committee shall meet once a month during the months of January, February and March, to establish work programs and to review and approve annual budgets. Thereafter, as a minimum, the Committee will meet during the months June and September. Additional meetings may be scheduled if issues arise which in the opinion of the City Administrator and/or the County Administrator need to be presented to the Committee.

2.7 **Date of meetings**

When required, meetings will be held on the 2nd Thursday of the month.

2.8 **City and County staff meet to review items**

City and County staff will meet the week before the monthly JSSC meeting to review all reports that will be on the committee's agenda.

2.9 **Agenda distribution**

Agendas will be prepared and distributed to Joint Services Steering Committee members on the Friday before the week in which a Joint Services Steering Committee is held.

2.10 **Minutes**

The Joint Services Steering Committee shall keep minutes of its meetings, which shall be circulated in a timely fashion to the Joint Services Steering Committee members and to the Head of each Council.

2.11 **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 and Provincial Offences will be presented to City Council for consideration.
- b) Land Ambulance will be presented to County Council for consideration.
- c) Annual Budgets for Ontario Works, Child Care, Social Housing, Land Ambulance and Provincial Offences will be presented to both Councils.

3. **ADVISORY COMMITTEES**

3.1 The three major Advisory Committees to the Joint Services Steering Committee are the Social Policy Initiatives Committee, the Affordable Housing Action Committee, and the Land Ambulance Technical Advisory Committee.

3.2 Staff members from the City and/or the County will sit on all the advisory committees and report regularly to Joint Services.

- 3.3 Recommendations can be submitted to the Joint Services Steering Committee by any of the groups.
- 3.4 Minutes from all of the advisory committees will be placed on the Joint Services agenda as an information item.

4. **SERVICE DELIVERY MANAGER OBLIGATIONS**

- 4.1 The 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 Offenses, Land Ambulance
  - (d) administering cost-sharing arrangements between the City and the County;
  - (e) determining within Provincial policies the most effective approaches to delivering services to clients in the service delivery area; and
  - (f) taking advantage of opportunities to rationalize delivery across services where it is cost-effective and consistent with Provincial policies to do so.
- 4.2 Services will be readily accessible to the public, with service delivery boundaries that are easily understood, take language and culture into account and make sense in terms of existing transportation and communication patterns.

5. **EFFECTIVE DATE**

- 5.1 The effective date of this agreement will be January 1, 2004 to December 31, 2008.

6. **SERVICES COVERED AND COST SHARING BASIS**

- 6.1 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.
- 6.2 Schedule A to this agreement may be amended from time to time by mutual agreement of the parties.

7. **CITY ADMINISTRATOR AND THE COUNTY ADMINISTRATOR DELEGATED AUTHORITY**

- 7.1 The City Administrator and the County Administrator 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.

## 8. **DISPUTE RESOLUTION**

- 8.1 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 shall 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
    - i) if it involves cost-sharing, shall be submitted to the Provincial Municipal Service Management Arbitration System; or
    - ii) if it does not involve cost-sharing, shall be submitted to the Ontario Municipal Board for its decision, by which the City and the County agree to be bound, under clause (j) of section 54 and other enabling provisions of the Ontario Municipal Board Act and any other applicable statute.

## **NOTICE TO BE IN WRITING**

- 9.1 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 Administrator and in the case of the County to its Administrator at the addresses set out below:
- a) City of Peterborough  
Attention: City Administrator  
500 George Street North  
Peterborough, ON K9H 3R9
  - b) County of Peterborough  
Attention: CAO/Clerk  
County Court House  
470 Water Street  
Peterborough, ON K9H 3M3

10. **AGREEMENT MAY BE ALTERED BY WRITTEN AGREEMENT**

10.1 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.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals duly attested by their proper officers in that behalf.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2003.

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE COUNTY OF PETERBOROUGH**

\_\_\_\_\_  
Warden

\_\_\_\_\_  
CAO/Clerk

# SCHEDULE A TO APPENDIX

## A

### Consolidated Municipal Service Management Agreement Summary of Services Provided, Cost Sharing Basis

Ref C1	Description C2	Cost Allocation Basis C3
1	<b><u>Services Overseen by Joint Services Steering Committee (JSSC)</u></b>	
2	<b><u>City-Provided Service</u></b>	
3	<b>Provincial Offences</b>	Previous Year Weighted Taxable Assessment
3	<b>Social Services</b>	
5	a) OW Administration	Budgeted OW Caseloads
6	b) OW Benefits	Actual Costs Incurred
7	c) OW Employment (not incl. Norwood)	Budgeted OW Caseloads
8	d) Intake Screening Unit	Budgeted OW Caseloads
9	e) ODSP Benefits	Actual Costs Incurred
10	f) Drug Benefits	Budgeted Total OW & ODSP CL
11	g) ODSP Administration	Budgeted ODSP Caseloads
12	h) Homelessness (OSIS)	Previous Year Weighted Taxable Assessment
13	i) Homemakers and Nurses	Actual Costs Incurred
14	j) LEAP, HRDC, Norwood Emp	100% Subsidized
15	k) Children's Services	Budgeted Target Days of Care
16	<b>Housing</b>	Previous Year Weighted Taxable Assessment
17	<b><u>County-Provided Service</u></b>	
18	<b>Land Ambulance</b>	Permanent population (Based on Municipal Enumeration)