

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 08-117

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT WITH GREATER PETERBOROUGH AREA ECONOMIC
DEVELOPMENT CORPORATION**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL
THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Greater Peterborough Area Economic Development Corporation in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 7th day of July, 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Leigh Doughty, Deputy Clerk

SCHEDULE "A"

Agreement made this day of July, 2008.

A M O N G :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City" of the FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF PETERBOROUGH

hereinafter called the "County" of the SECOND PART

- and -

**GREATER PETERBOROUGH AREA ECONOMIC
DEVELOPMENT CORPORATION**

hereinafter called "GPA EDC" of the THIRD PART

WHEREAS the City and County entered into an agreement on December 6, 1999 with respect to the operations of the GPAEDC, which was replaced with subsequent agreements dated May 25, 2001 and July 28, 2005.

AND WHEREAS the City, County and GPA EDC wish to enter into a renewed agreement, in order to maintain the relationship between the City and County and the GPA EDC, by continuing to delegate to GPA EDC 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:

1.00 Governance of the GPA EDC

1.01 The Corporation is governed by a board of directors consisting of

The Chief Administrative Officer of the City of Peterborough
The Chief Administrative Officer of the County of Peterborough
Six directors nominated by the City of Peterborough
Six directors nominated by the County of Peterborough

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 office;
- 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 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 GPA EDC 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 GPA EDC 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 .
- c) Should County and 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 or City Council. Only individuals so approved for Director appointment by the respective Councils may be elected to the Board of the annual general meeting of the members.
- c) It is acknowledged and agreed that the membership of the GPA EDC consists of the directors
- d) 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 GPA EDC General Mandate

2.01 The GPA EDC'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 GPA EDC 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 GPA EDC will operate as an umbrella organization working cooperatively with local municipalities and other organizations to ensure that investment attraction opportunities are shared fairly and equitably. The GPA EDC, in working to fulfill its general mandate, will be guided by the corporation's strategic plan.

3.00 Services to be provided by GPA EDC

3.01 The parties hereby agree that GPA EDC shall have responsibility for the provision of the following broadly described economic development and tourism services with the City and County of Peterborough:

- a) Act as the primary economic development organization of the City and County.
- b) Identify and support existing and emerging business clusters and skill bases.
- c) Sustain and support long-term economic development and tourism development activities.
- d) Develop and assist in the promotion of the tourism and convention trade through operation of the regional Destination Marketing Organization (DMO), Peterborough & the Kawartha Tourism, as a division of the GPA EDC.

- e) Support business retention and expansion, through communication and co-ordination.
 - f) Sustain, develop and assist the Agri-Food sector expansion as identified and prioritized in the strategic planning process.
 - g) Inventory and promote industrial land development.
 - h) Promote networking within the Greater Peterborough Area.
 - i) Source and promote external funding sources from both government and private sectors.
 - j) Market and promote the Greater Peterborough Area region.
 - k) Provide Professional Development Training and Business Advisory Services.
 - l) Promote economic development in the Greater Peterborough Area 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.
 - m) Develop partnerships to promote, support and sustain economic growth.
 - n) Act as a liaison with Federal and Provincial development agencies.
 - o) Act as a confidential source for consultants, businesses and agents.
 - p) Act as an advocate for regional business concerns and opportunities.
- 3.02 In carrying out the economic development services, the Board of Directors shall cause a five (5) year strategic plan to be created and updated annually, and shall cause an operating budget to be created annually.
- 3.03 GPA EDC 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 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) At least once during the term of this agreement, by way of a joint presentation to the combined Councils;
 - b) Annually, by way of an annual budget and related work plan , and the board's strategic plan update document, to each Council;

- c) Annually, by way of the draft budget, annual work plan and the board's strategic plan update, to the Joint Services Steering Committee;
- d) Quad-annually, by way of a new five year strategic plan, to the Joint Services Steering Committee and to each Council; and
- e) As requested by the Joint Services Steering Committee or by the Councils of the City and County

4.03 GPA EDC 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 that this covenant shall not unreasonably limit GPA EDC in the ordinary course of its business, and 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 GPA EDC shall have a fiscal year end of December 31st.
- 5.02 For the term of this agreement, the City and the County agree to provide funding to GPA EDC in a base amount that is at least equal to the approved 2008 budget, increased by at least the increase in the Consumer Price Index for the previous year..
- 5.03 The GPA EDC annual net costs shall be allocated to the City and County in proportion to their permanent population, as established by official census statistics.
- 5.04 GPA EDC 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 objects.
- 5.05 The City shall provide support services to GPA EDC, with respect to finance, accounting, payroll, human resources, and purchasing. Such services shall be billed to GPA EDC on a reasonable basis.
- 5.06 The auditor for the City shall be the auditor for GPA EDC. The auditor shall audit the GPA EDC books annually and provide a Management Letter, commenting on the financial management of the GPA EDC 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, 2009, and being fully complete on December 31, 2012.
- 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 GPA EDC is in breach of the terms and conditions of the agreement. Particulars of the breach shall be set out in the notice, and the termination shall be effective only if GPA EDC 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, in proportion to the official census of the permanent population ratio at the time of the notice of termination.

- 6.03 This agreement shall be automatically renewed for successive four-year terms, 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, in proportion to the official census of the permanent population ratio 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 GPA EDC in respect of any costs provided for in Section 6.01 hereof.

7.00 Enurement

- 7.0 This agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

Dated at Peterborough, this _____ day of _____, 2008.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE
CITY OF PETERBOROUGH

D. Paul Ayotte, Mayor

Nancy Wright-Laking, Clerk

THE CORPORATION OF THE
COUNTY OF PETERBOROUGH

Ronald Gerow, Warden

Sally Saunders, Clerk

GREATER PETERBOROUGH AREA
ECONOMIC
DEVELOPMENT CORPORATION

Gary Lounsbury, Chair

Andy Mitchell, President and CEO