

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 08-187**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE CORPORATION OF THE COUNTY OF PETERBOROUGH WITH RESPECT TO A CONSOLIDATED MUNICIPAL SERVICE MANAGEMENT AGREEMENT**

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 The Corporation Of The County Of Peterborough with respect to a Consolidated Municipal Service Management Agreement for a five-year term covering the period January 1, 2009 to December 31, 2013 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 1st day of December, 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

## SCHEDULE A

### CONSOLIDATED MUNICIPAL SERVICE MANAGEMENT AGREEMENT (2009-2013)

This agreement made as of the December 1, 2008.

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 29th of May, 1998;

**AND WHEREAS** the agreement was amended in 2003 to cover the period January 1, 2004 to December 31, 2008 unless changed prior thereto by the mutual agreement of the parties;

**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, 2009 to December 31, 2013;

**NOW THEREFORE** the Corporation of the City 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. The County of Peterborough is designated the Municipal Service Manager 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 four (4) 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 five (5) voting members.
- 2.6 Frequency of meetings**  
The Joint Services Steering Committee may meet once each quarter. 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**  
When possible, City and County staff will meet the week before the Joint Services Steering Committee meeting to review all reports that will be on the Committee agenda.
- 2.9 Agenda distribution**  
The City Clerk shall prepare and distribute agendas 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 City Clerk shall attend each Joint Services Steering Committee meeting and shall prepare minutes that shall be circulated in a timely fashion to the Joint Services Steering Committee members.

2.11 **Meeting Procedure**

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

2.12 **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 for consideration.

3. **Affordable Housing Action Committee**

3.1 The Affordable Housing Action Committee is considered to be an Advisory Committee to the Joint Services Steering 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 Affordable Housing Action Committee through a covering report prepared by the City Director of Planning and Development Services.

3.4 Minutes from all of the Affordable Housing Action Committee will be placed on the Joint Services agenda as an information item.

4. **SERVICE DELIVERY MANAGER OBLIGATIONS**

4.1 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, Land Ambulance
- (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

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

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

5. **TERM OF AGREEMENT**

5.1 The term of this agreement will be January 1, 2009 to December 31, 2013.

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 each party's duly elected municipal council.

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.

#### **11. RELATED AGREEMENTS**

11.1 At its meeting held July 7, 2008 based on recommendations in Report OCS08-006, dated June 30, 2008, and through By-law 080-117 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, 2009 to December 31, 2012.

At its meeting held July 28, 2008 through By-law 2008-63, County Council approved the same agreement

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

11.2 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.

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

DATED this 1st day of December 2008.

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE COUNTY OF PETERBOROUGH**

\_\_\_\_\_  
Warden

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

## Appendix A

### To Consolidated Municipal Service Management Agreement Covering the period January 1, 2009 to Decemebr 31, 2013

Ref	Description	Allocation Basis
C1	C2	C3
<b>City Provided Services</b>		
<u><b>Provincial Offences</b></u>		
1.0	POA	Previous Year Weighted Assessment 2
<u><b>Social Services</b></u>		
2.0	Ontario Works - Administration, 100% Funded, Employment,Addiction, PERC 100% funded, Child care Informal and Formal	Budgeted OW Caseload Split
3.0	Ontario Works - Mandatory Benefits	Actual Costs Incurred 1
4.0	Ontario Works - Discretionary Benefits	Actual Costs Incurred 1
5.0	Ontario Works - Hostels, Domiciliary Hostels and Drop In Centre	Previous Year Weighted Assessment; County Share capped at \$170,000
6.0	ODSP - Benefits	Actual Costs Incurred 1
7.0	Homemakers & Nurses	Actual Costs Incurred 1
8.0	Homelessness - CONSOLIDATED HOMELESSNESS PREVENTION PROGRAM	100% Provincially Funded, but if ever a balance based on Previous Year's Weighted Assessment
9.0	Community Partnerships and Family Services STATUS QUO	Budgeted Formal Child Care Spaces
10.0	Community Social Plan	50-50 split of Actual Costs Incurred. Caps may be established for each Municipality at time budget is established
<u><b>Housing</b></u>		
10.0	Housing	Previous Year Weighted Assessment 2
<b>County Provided Service</b>		
<u><b>Land Ambulance</b></u>		
11.0	Land Ambulance	Population (Based on latest available Census) - 2009 allocation based on 2006 Census; City = 74,898 County - 58,182 Total = 133,088
<p>Notes</p> <p><sup>1</sup> Budgeted allocation based on estimated cost to be incurred by each municipality. Actual allocation based on costs incurred for year</p> <p><sup>2</sup> Previous year's weighted assessment is used rather than current year's because current year's is not typically established until tax ratios are established which can be as late as April 30 of the current year</p>		