



## Two (2) Year Pilot Project Joint Servicing Agreement



### DRAFT

THIS AGREEMENT dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY  
OF MORRIS-TURNBERRY  
(hereinafter referred to as “**Morris-Turnberry**”)

– and –

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON  
(hereinafter referred to as “**North Huron**”)

**WHEREAS** the Councils of Morris-Turnberry and North Huron (collectively, the “**Municipalities**”) are desirous to enter into a two (2) year Pilot Project, for the purpose of sharing services, more specifically Public Works, Building, Public Utilities, Drainage and Administration;

**AND WHEREAS** the Councils of Morris-Turnberry and North Huron have approved a Concept Report, dated December 17<sup>th</sup>, 2015, and a Cost Analysis Report dated January 29<sup>th</sup>, 2016;

**AND WHEREAS** this Agreement is consistent with the *Municipal Act*, S.O. 2001, c.25, Section 8 (1) in reference to the Scope of Powers and Section 11 (3) in reference to matters within spheres of jurisdiction including Highways, Public Utilities and Drainage;

**AND WHEREAS** Section 3. (3) of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, allows for Joint Enforcement: “The councils of two or more municipalities may enter into an agreement,

- (a) providing for the joint enforcement of this Act within their respective municipalities;
- (b) providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and
- (c) providing for the appointment of a chief building official and inspectors.”

**AND WHEREAS** this Agreement is consistent with the *Municipal Act*, S.O. 2001, c.25, as amended, Section 20 (1) Joint Undertakings by agreement: “A municipality may enter into an agreement with one or more municipalities or local bodies,.... for their joint benefit, any matter which all of them have the power to provide within their own boundaries”;

**AND WHEREAS** the parties hereto wish to set out their respective rights and obligations regarding the provision of municipal services during the Pilot Project.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of \$2.00 and the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged by each of Morris-Turnberry and North Huron, the parties hereto agree as follows:

#### 1. GENERAL TERMS

1. **That** Morris-Turnberry and North Huron hereby enter into this Agreement for the provision of joint services including but not limited to:

- 1. Public Works
- 2. Building
- 3. Public Utilities
- 4. Drainage
- 5. Administration

all of which are hereinafter referred to as the “Joint Services”.

2. **That** all assets of each municipality be retained and maintained as assets of that municipality.
3. **That** each municipality shall be responsible for its own insurance requirements, for property, liability and human resources, including Workers Safety Insurance Board coverage.
4. **That** a joint Steering Committee be hereby established and be comprised of:
  1. Morris-Turnberry: Mayor, Deputy Mayor, 1 Councillor and the Administrator Clerk-Treasurer
  2. North Huron: Reeve, Deputy Reeve, 1 Councillor and the CAO.

The Steering Committee shall meet regularly as set out in the Steering Committee Terms of Reference, which are attached to this Agreement as Schedule 'A', during the project, and will review operations, and report to the Morris-Turnberry and North Huron Councils.

## **2. TERM OF THE AGREEMENT**

1. **That** the terms of this Agreement shall be from May 1, 2016, to June 30, 2018, at which time the Agreement shall be reviewed by Morris-Turnberry and North Huron to determine whether to continue with the Agreement or not. This Agreement may be renewed thereafter by resolution of the Councils of Morris-Turnberry and North Huron.
2. **That** the Councils of the Morris-Turnberry and North Huron shall review the Agreement and the project, commencing January 1, 2018.
3. **That** the terms of the Agreement may be amended from time to time by mutual consent of the Councils of Morris-Turnberry and North Huron evidenced by a by-law of each municipality and a written amending agreement between the Municipalities.

## **3. FINANCIAL**

1. **That** the transition costs and the operational costs for the Joint Services, being all labour costs, including but not limited to wages, salaries, benefits, pensions and expenses, and such non-labour costs as agreed upon by Morris-Turnberry and North Huron shall be shared as follows for the first year of this Agreement:

1. North Huron agrees to pay **55%** of the costs
2. Morris-Turnberry agrees to pay **45%** of the costs.

Time spent shall be tracked for the initial term of this Agreement, and the allocation of costs to Morris-Turnberry and to North Huron may be adjusted by agreement of the Steering Committee after the first year of this Agreement.

2. **That** the costs for the Joint Services shall be paid by Morris-Turnberry, and Morris-Turnberry shall subsequently invoice North Huron for its applicable share of costs.
3. **That** Morris-Turnberry shall submit an invoice to North Huron on a monthly basis.
4. **That** each municipality shall be responsible for its own maintenance and capital costs for the operation of the municipality.

## **4. EMPLOYEES**

1. **That** the employees of North Huron and Morris-Turnberry shall remain as employees of their respective municipality for the duration of this Agreement.
2. **That** the current employees, and any new employees, shall work as required in the Municipality of Morris-Turnberry and/or the Township of North Huron, and daily operations will be organized and prioritized by each Department Head.
3. **That** any new employees, employed after the date of this Agreement, shall be considered to be a joint employee of Morris-Turnberry and of North Huron but shall be deemed an employee of one of Morris-Turnberry or North Huron, by agreement of the Municipalities.

4. **That** those employees for the Joint Services who are required by legislation to be appointed by by-law shall be appointed by separate by-law of each municipality.

## **5. ORGANIZATIONAL FLOW CHARTS**

1. **That** the Organizational Flow Charts for the various departments, are set out in Schedule 'B' to this Agreement, being:

1. North Huron Organizational Flow Chart Phase 1
2. Morris-Turnberry Organizational Chart Phase 1
3. Transitional Public Works Organizational Chart for May 1, 2016, to December 31, 2017;
4. Morris-Turnberry and North Huron Proposed Public Works Organizational Chart for 2018;
5. Morris-Turnberry and North Huron Shared Services Organizational Chart for 2018.

2. **That** all work for the Joint Services shall be performed and completed in accordance with the Organizational Flow Charts attached as Schedule A to this Agreement provided that, in recognition of the flexible nature of this Joint Services project, these Organizational Flow Charts may be amended or added to by recommendation of the Steering Committee to the Councils of both Municipalities and subsequent ratification by the Councils of both Municipalities.

## **6. DISPUTES**

1. All disputes relating to this agreement shall be resolved as follows:

1. The Steering Committee shall attempt to resolve any issues.
2. In the event that the issues cannot be resolved by the Steering Committee, the Councils of the Municipalities shall appoint an agreed-upon Mediator.
2. In the event that a dispute cannot be resolved by paragraph 1. or 2. above, the dispute shall be resolved by arbitration in accordance with the following procedure:

1. The party wishing to commence the arbitration process shall give written notice to the other party advising that it is exercising its right to submit the issue in dispute to arbitration by a single arbitrator (the "Arbitrator") and providing the names of three (3) potential Arbitrators who are acceptable to it;

2. Within ten (10) days of receipt by the other party of the notice referenced in subparagraph 1, the parties shall agree upon an Arbitrator, either one named in such notice or otherwise, failing which either party may seek the appointment of an Arbitrator by a judge of the Superior Court of Justice (Ontario);

3. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act*, 1991, S.O. 1991, c.17, as amended or replaced; and

4. The Arbitrator's award shall be in writing, shall state the reasons for the award, shall be binding on the parties, and shall not be the subject of any further court proceeding except in connection with the enforcement of any such decision or award by a court of competent jurisdiction. The costs of arbitration, including legal fees and disbursements of the parties, shall be allocated by the Arbitrator in the manner that the Arbitrator, in his or her discretion, considers appropriate. This subparagraph does not affect the rights of the parties to seek injunctive relief when appropriate to enforce their respective rights hereunder.

2. The mediation or arbitration, as the case may be, shall take place at such location and times as agreed upon by the parties and failing such agreement as set by the mediator or arbitrator, as the case may be.

## **7. DELIVERY OF AGREEMENT AND NOTICES**

1. This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. This Agreement shall be deemed to have been executed and delivered by a party if such party has signed an original of this document and a scan or other image of such signed original document has been transmitted to the other party by fax, email or other means of electronic transmission.

2. Any invoice, notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by prepaid first-class mail or by hand-delivery or by facsimile or by email. Any such invoice, notice or other communication, if mailed by prepaid first-class mail, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fourth business day after the post-marked date thereof, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below to an individual at such address having apparent authority to accept deliveries on behalf of the addressee, or if delivered by facsimile or email shall be deemed to have been received on the date of facsimile or email provided such date is not a Saturday, Sunday or statutory holiday in the Province of Ontario. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lock-out or otherwise, invoices, notices or other communications shall be delivered by hand, facsimile or email. Invoices, notices and other communications shall be addressed to the relevant party at the address set out below for such party:

1. The Corporation of the Township of North Huron:  
Address: PO Box 90, 274 Josephine Street, WINGHAM, ON N0G 2W0  
Fax no.:  
Email:
2. The Corporation of the Municipality of Morris-Turnberry:  
Address: 41342 Morris Road, PO Box 310, BRUSSELS, ON N0G 1H0  
Fax no.:  
Email:

## **8. GENERAL MATTERS**

1. Each provision of this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

2. No party may assign its rights or benefits under this Agreement without the written consent of the other which may be arbitrarily withheld.

3. Time is of the essence of this Agreement.

4. Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

5. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements between the parties in connection with such subject matter except as specifically set forth or referred to in this Agreement. Except as expressly provided in this Agreement, no amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**IN WITNESS WHEREOF** the Municipalities have executed this Agreement by the hands of their duly authorized signing officers.

**THE CORPORATION OF  
THE MUNICIPALITY OF  
MORRIS- TURNBERRY**  
per:

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Name:  
Title:

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Name:  
Title:  
*“We have the authority to bind the  
Municipality”*

**THE CORPORATION OF THE  
TOWNSHIP OF NORTH HURON**  
per:

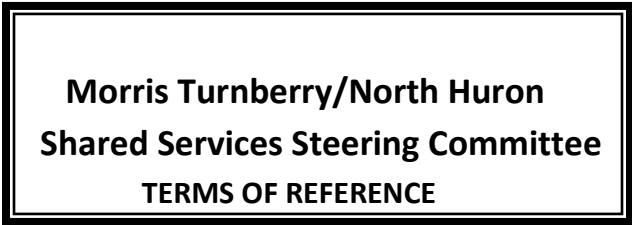
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Name:  
Title:

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Name:  
Title:  
*“We have the authority to bind the  
Municipality”*

**Schedule 'A' to Shared Services Agreement**



**Mandate:** The Shared Services Steering Committee (SSSC) shall represent the interests of the Councils of Morris Turnberry and North Huron with respect to the Shared Service Project, having regard for the project goals and broader benefit of both Municipalities. The SSSC shall receive regular updates on the implementation, operation and progress of the Shared Services Project from the CAO's, providing direction on routine matters and reporting back to respective Councils on the status of the Shared Services Project. SSST activities shall include;

- To receive reports on the status of project implementation and operational matters relating to the shared services.
- To give approval/direction to the CAO's on project related matters, determining when approval of the full Councils is required.
- To discuss additional opportunities for future collaboration and partnership, as they may arise.

**Composition:** The SSSC shall consist of the Mayor/Reeve, Deputy Mayor/Reeve, and one member of Council from each municipality, as appointed by the Councils. The CAO's shall attend all SSSC meetings as a staff resource.

**Authority:** The SSSC shall have the authority to make implementation decisions, within guidelines and purchasing thresholds established by each Council. The SSSC, in conjunction with the CAO's, shall determine when approval for decisions is required by each Council.

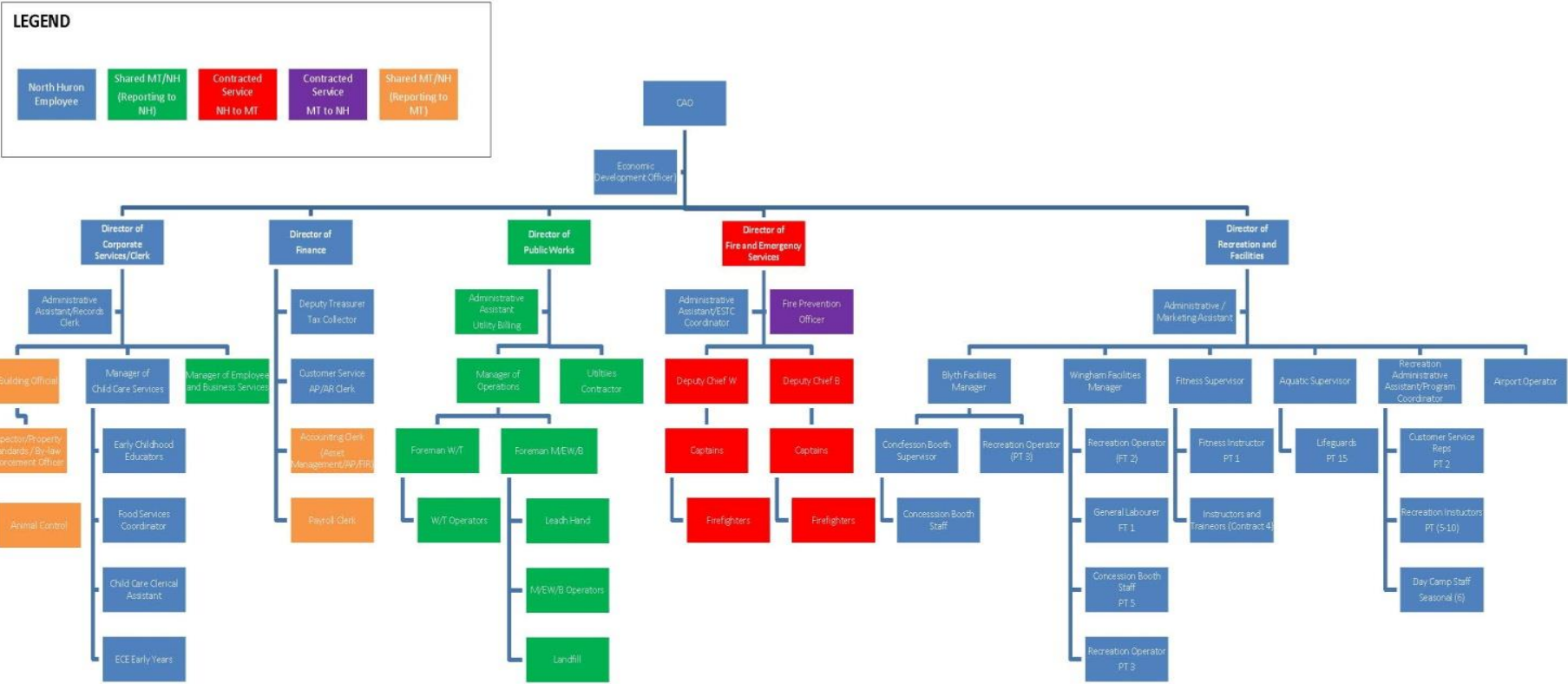
**Meeting Procedures:** Agendas and meeting materials shall be distributed to all SSSC members prior to the meeting. A standard agenda format shall be developed to ensure that important items are kept at the forefront. Recommendations to Councils and direction to staff shall be made in the form of a motion. Minutes of the meetings shall be kept by the CAO's. The meeting schedule and frequency shall be established by the SSSC. Additional or special meetings may be called at the discretion of the CAO's and/or the Mayor/Reeve. Confidential matters may be discussed during SSSC meetings. SSSC members shall not disclose any confidential matter that arises during a SSSC meeting, unless it is in a properly authorized closed session of the Municipal Council.

**Communication:** The activities of the SSSC are communicated both internally within each organization and externally to the public. The CAO's shall prepare written reports and the SSSC shall verbally report on SSSC activities to the respective Councils.

**Term:** The SSSC shall remain in effect for the Term of each Council. At the beginning of each new Council term, SSSC members shall be appointed in accordance with each Municipality's committee appointment protocol.

Schedule 'B' to Shared Services Agreement

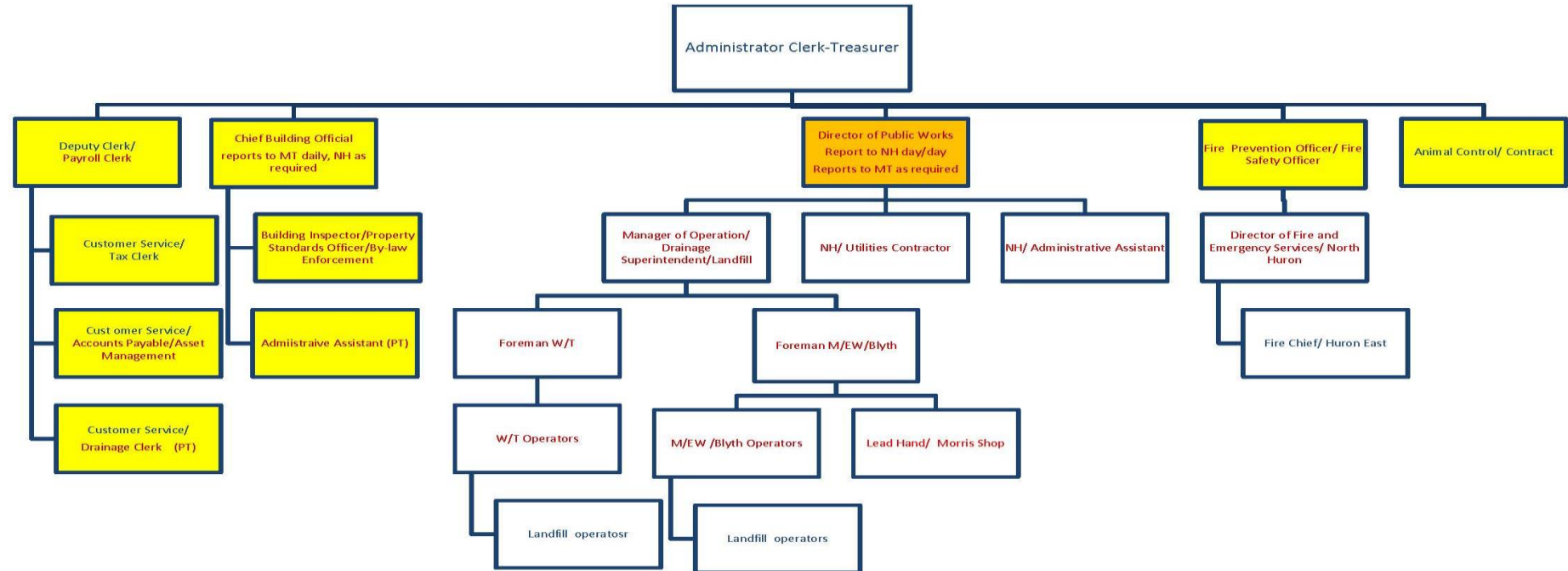
North Huron Organizational Chart – Phase 1 – North Huron Restructuring  
2016 Proposed Shared Public Works/Building/By-law Enforcement  
With Municipality of Morris Turnberry



**Municipality of Morris-Turnberry**  
Phase 1 Organizational Chart  
2016 Proposed Shared Services: Public Works/ Building/By-law  
Enforcement/Property Standards/ Administration (limited)

Print in red- shared  
with North Huron

and yellow box  
reports to MT





**Transitional Public Works Organizational Chart for the Pilot Project  
for North Huron and Morris-Turnberry  
May 1, 2016 to December 31, 2017**

