

**Shared Services Agreement
Planning Services**

This Agreement made as of this 4th day of November, 2019
between

The Corporation of the Township of North Stormont

(Hereinafter called “North Stormont” or “NS”)

-and-

The Corporation of the Municipality of South Dundas

(Hereinafter called “South Dundas” or “SD”)

-and-

The Corporation of the County of Stormont, Dundas and Glengarry

(Hereinafter called the “County”)

Whereas Section 20 of the *Municipal Act* provides that a municipality may enter into agreements with one or more municipalities for their joint benefit to provide a service or thing for their mutual benefit and the benefit of their respective inhabitants subject to the consent of the municipality in which the service or thing is provided;

And Whereas Planning Services (PS) are an important and necessary service for the operation of a municipality;

And Whereas the parties above have agreed to enter into an Agreement to set out the cost sharing formula if they choose to utilize the shared PS model outlined in this Agreement;

And Whereas the County is prepared to be the host municipality for the purpose of delivering the services contemplated by this Agreement and as requested by the member municipality;

Now Therefore in consideration of the mutual covenants, conditions, considerations and payments herein contained, the parties hereto mutually agree as follows:

1. Introduction

- a. This Agreement is intended to set out the funding formula for purchased planning services, recognizing the parties’ obligations under the *Planning Act*.

2. Definitions

- a. **Council** – means the elected members of Council for each of the parties to this Agreement.
- b. **Chief Administrative Officer (CAO)** – is the senior staff member for each of the parties to this Agreement.
- c. **Director of Planning (Director)** – is the person appointed by the County to lead the Planning Department.
- d. **Service Level Agreement (SLA)** – means an agreement that defines the service scope, quality, and responsibilities agreed between the parties, including performance standards.

3. General

- a. The day-to-day management of the Agreement will be provided by the Director (or designate) as appointed from time-to-time by the County, including:
 - i. Providing strategic advice
 - ii. Project management
 - iii. Management (hiring, oversight, performance, discipline and termination)
 - iv. Allocation of staff resources based upon an approved work plan
- b. For the purpose of the administration of this Agreement, the Director will report to the CAO of the County. Notwithstanding, the Chief Administrative Officers of NS and SD will regularly provide guidance, advice and direction regarding the planning-related work within their respective municipalities.
- c. The CAO's and the Director will meet at a minimum of semi-annually to review operations and receive suggestions for service level adjustments.
- d. The Director will provide recommendations to the CAO's based upon best practice, the principles of good planning and cost efficiency.
- e. It is understood that efficiencies and cost savings will be achieved by harmonizing policies and where practical and feasible, and that the Director will work towards commonality where possible. The final decision with respect to the adoption of such policies shall rest with each individual party.
- f. Information segregation and security between the parties will be maintained, except where disclosure is required by the *Municipal Freedom of Information and Protection of Privacy Act* and the *Planning Act*.
- g. In order to meet the objectives of this Agreement, planning staff will be employees of the County.
- h. Planning staff will be assigned as required to ensure the fulfilment of this Agreement, considering training, vacation and overall system needs. Without limiting the generality of the foregoing, the Director, in consultation with the CAO's, shall establish a schedule to ensure their availability on a regular basis at both NS and SD. This could include establishing one or more days of the week when they will conduct operations from either the NS or SD municipal

office, including attendance at Council meetings. This schedule will be flexible and as determined from time to time by the parties.

- i. Short term assistance of a contract/consulting Planner may be required from time to time as recommended by the Director, after consultation with the applicable CAO. Where this option is chosen, the costs will be allocated directly to the benefiting municipality and paid for in the year where the expense was incurred.
- j. Training for Planning staff is vital in order to ensure that policies, practices and implementation are of the highest quality. Training plans will be developed by the Director and where such training plans require an adjustment to budget estimates the Director will review the plan with the CAO's.
- k. A service level agreement (SLA) will be developed by the Director with the input of the CAO's that will include the nature of the services provided and the performance level standards to be targeted. The SLA is intended to be a living document that is adapted as technology and service demands change. The SLA will be completed within one (1) year of the signing of this Agreement.
- l. During the course of this Agreement, if additional human resources are required to support the planning operations of any of the parties hereto (e.g. the engagement of one or more Community Planners), discussion will take place among the parties to determine how these human resources are to be provided.

4. Responsibilities of North Stormont and South Dundas

- a. NS and SD are responsible for the following:
 - i. The cost of hardware and software solutions to support their operations
 - ii. The provision of office/desk space for PS staff
 - iii. Employing front line staff members to perform the following tasks:
 - Schedule meetings between PS staff and members of the public
 - Assist residents with basic requests (e.g. identify zoning on property and what is permitted based on zoning)
 - Assist residents in filling out planning applications (e.g. severance, minor variance)
 - Assist residents in clearing municipal related severance conditions
 - Other duties as deemed appropriate to support the planning function
 - iv. Health, safety and orientation training as it relates to their operations
 - v. Providing/nominating staff to sit on committees/working groups related to Planning, including all costs related to their participation

- vi. Policy enforcement, insurance and legal obligations related to their employees and Councils use of the PS
- vii. Providing input regarding the performance of PS staff

5. Financial Obligations

- i. The parties hereto agree that planning services provided by the County to NS and SD shall be undertaken on a cost recovery basis, without markup or the application of an administrative fee. An all-inclusive hourly rate, including salary, mandatory payroll/benefit costs, travel and IT, will be determined annually by the County. This rate will be applied to all hours utilized by either NS and SD throughout the year, and the local municipality billed accordingly. NS and SD will be billed on a quarterly basis for planning services provided by the County.
- ii. Invoices will be forwarded to NS and SD on March 31st, June 30th, September 30th and December 31st each year. A year-end reconciliation will be made January 31st of the following year, to account for any changes in billing the prior year.
- b. For work related to an appeal made to the Local Planning Appeal Tribunal (LPAT), or such related hearings as described by the *Planning Act*, the parties agree that:
 - i. For appeals related to County level applications, the County will be responsible and all hours related to the application;
 - ii. Where an appeal relates to a municipal level application the respective municipality will be responsible for all hours related to the application;
 - iii. Where an appeal relates to both a County and municipal level application, the parties may agree to use PS staff to jointly represent their interests. In such cases the hours related to the application(s) will be shared equally between the parties.
 - Should interests diverge at any point during the process, the parties agree to be responsible for sharing of cost up to the point of divergence and for their own costs thereafter.
 - iv. In general, the legal costs related to an application will be the responsibility of each party. Notwithstanding, the parties may agree to assume an equal share of legal costs for shared representation.

6. Liability and Insurance

- a. Each party to this Agreement shall assume full responsibility and cost for any actions or lack of actions brought against the municipality for incidents or events that happen within their municipal borders and are directly related to them as a result of their own negligent acts or omissions and no liability shall attach or accrue to the other parties.
- b. Despite Section 6 paragraph a), in the event that liability or action is brought against the parties collectively, then any cost or awards shall be split on a

percent basis as per the percentage split funding formula in place on the day of the event or incident.

- c. Subject to paragraphs a) and b) above, each of the parties agrees to indemnify and hold the other harmless from and against all actions, suits, claims and demands which may be brought against or made upon another party including all loss, costs, charges and expenses as well as legal costs which may be incurred as a result of having entered into this agreement to the extent that such actions, suits, claims and demands arise from the negligence of that municipality in the carrying out of its obligations pursuant to this Agreement.
- d. The County shall maintain, for the duration of the agreement, liability insurance of not less than \$2,000,000 for coverage of its staff while on NS or SD property or on private property while completing site visits. NS and SD shall be named as an additional insured on the County's insurance policy, and a copy of shall be provided to both parties.

7. Termination and Amendments

- a. This Agreement shall come into force upon the hiring of a Planning Director by the County.
- b. This Agreement shall remain in force until any party provides written notice of termination prior to July 1st of any calendar year, effective January 1st of the following year. In such an event, the remaining parties will meet to review the ongoing viability and/or restructuring of this Agreement.
- c. This Agreement may be amended at any time by the mutual consent of the parties in writing, after the party desiring the amendment(s) gives the other party a minimum of ninety (90) days written notice of the proposed amendment(s).

8. Disputes and Disagreements

- a. If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Director, the three CAO's will be charged with making a determination. Where the CAO's cannot collectively come to a satisfactory resolution within thirty (30) days, the following dispute resolution procedure will be followed:
 - i. Within ninety (90) days or such timing as may be mutually agreeable, the parties will submit the dispute or disagreement to arbitration in accordance with the provision of the *Municipal Arbitrations Act*.
 - ii. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by the parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
 - iii. The parties agree to fully cooperate in any dispute or disagreement

process, including the release of information and/or access to individuals.

- b. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless or until such responsibilities are lawfully terminated or expire in accordance with terms of this agreement.

9. Confidentiality

- a. Planning staff shall not at any time before, during or after the expiration or earlier termination of the Agreement, without prior written approval of the parties hereto, divulge to any person (including its employees, officers, agents or representatives) or use for any other purpose any confidential information.

10. Notice

Any notice that is required to be given pursuant to this agreement shall be deemed to have been validly given if delivered the attention of the Clerk to the following:

Township of North Stormont

15 Union Street
Berwick, Ontario K0C 1G0

Township of South Dundas

34 Ottawa Street
Morrisburg, Ontario K0C 1X0

United Counties of Stormont, Dundas and Glengarry

26 Pitt Street
Cornwall, Ontario K6J 3P2

11. Governing Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

In Witness Whereof the said Corporations have hereto affixed their corporate seals as attested by the hands of their proper officer duly authorized in that regard.

The Corporation of the Township of

North Stormont

Per

Jim Wert, Mayor

Per: _____

Craig Calder, Clerk

The Corporation of the Township of South Dundas

Per: _____

Steven Byvelds, Mayor

Per: _____

Brenda Brunt, Clerk

The Corporation of the United Counties of Stormont, Dundas and Glengarry

Per: _____

Jamie MacDonald, Warden

Per: _____

Helen Thomson, Clerk