



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-55

A By-law to Authorize the Execution of an Agreement between The Corporation of the Township of Southwold and The Corporation of the Municipality of West Elgin for Planning Services

Whereas Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into a Shared Services Agreement with the Corporation of the Township of Southwold for the purposes of sharing resources between the municipalities for Planning Services; and

Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That the Corporation of the Municipality of West Elgin hereby authorizes the Shared Services Agreement with The Corporation of the Township of Southwold, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on August 13, 2020.

Read a first, second, and third time and passed this 13th day of August, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Planner Shared Services Agreement

This agreement made this day of , 2020.

Between:

The Corporation of the Municipality of West Elgin
(Hereinafter referred to as "West Elgin")

Of the First Part

- and -

The Corporation of the Township of Southwold
(Hereinafter referred to as "Southwold")

Of the Second Part

Whereas the Councils of the Municipality of West Elgin and Township of Southwold wish to share resources between the municipalities for Planning Services;

And Whereas Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

Now Therefore the parties hereto mutually agree as follows:

General

1. That the services of the West Elgin Planner will be shared with Southwold to:
 - a. Provide advice to Municipal Councils, staff and public on matters related to the *Planning Act, R.S.O. 1990, c. P.13*;
 - b. Process *Planning Act* applications;
 - c. Attend meetings and present planning reports;
 - d. Maintain planning records and documents; and
 - e. Other municipal land use planning activities required by the municipalities.
2. Schedule "A" attached hereto and forming part of this agreement is the West Elgin Planner Job Description, which sets out the main responsibilities and working conditions for the Planner.

3. The Planner shall be an employee of West Elgin and shall be subject to the employment policies and procedures, as adopted and implemented, by West Elgin.
4. The Planner's immediate supervisor is the West Elgin CAO.
5. While providing service to Southwold, the Planner shall comply with Southwold operating policies and procedures. The Southwold CAO shall be the Planner's immediate supervisor for operational matters in Southwold. Operational matters do not include the Planner's employment terms, human resources or disciplinary matters. Any concerns or issues from Southwold about the Planner's employment matters shall be directed to the West Elgin CAO.
6. The Planner, West Elgin CAO and Southwold CAO shall be authorized to determine administrative and scheduling details to implement this agreement.

Service Provision and Cost Sharing

7. The parties agree that Planner Services provided under this agreement shall be provided equally to Southwold and West Elgin, based on a 35 hour work week.
8. The parties recognize that due to the nature of the Planner's duties and responsibilities to provide service to residents, there may be weeks when service provided to each municipality is not balanced exactly. There is not the expectation that time will be balanced over each day or week. Balancing of time dedicated to West Elgin and Southwold will be viewed over a longer period of time, such as month or quarter.
9. The following Planner costs will be shared equally by West Elgin and Southwold:
 - a) Wages
 - b) Benefits
 - c) OMERS Pension Contributions
 - d) Communication Costs (Mobile Phone)
 - e) Small equipment used exclusively by the Planner
 - f) Conference Attendance
 - g) Training applicable to both municipalities
 - h) Travel for common activities, including meetings, training, conferences – rate based on the current County of Elgin Travel Allowance Automobile Rate
 - i) Meals and accommodation for common activities
10. The Planner will schedule working hours so that over-time is not incurred for meetings outside of typical office hours. (ie. Evening Council meetings) The Planner will work with the CAO of each municipality to coordinate their schedule

to meet the needs of the municipality and Planner to avoid incurring overtime. Should there be the requirement for paid overtime, costs municipality specific over-time shall be paid by the municipality incurring the overtime, based on actual costs.

11. Work-related travel for municipality specific work shall be paid by the municipality incurring the travel based on actual costs.
12. Should it be determined that there is a significant imbalance of time attributable to one of the municipalities, that portion greater than 60% will be treated as a surcharge or credit at year end, as applicable, based on the Wages, Benefit and OMERS portion of the costs only.
13. West Elgin shall invoice Southwold on a monthly basis for Planner Services provided. The invoice provided shall include details on costs and hours worked.
14. The Planner will record information related to hours worked in each municipality, along with hours that are common Planner duties attributable to both municipalities for payroll purposes. West Elgin will provide reports on a regular basis to the Planner to adjust hours to maintain overall balance and reports will be provided for the quarterly Planner and CAO meetings, to inform possible future amendments to this agreement.
15. Vacation Time, Time-off, Sick Leave and Statutory Holiday time taken by the Planner shall be attributable to West Elgin and Southwold equally. The Planner will be required to ensure actual time worked is adjusted accordingly to account for Vacation, Sick Leave, Time-off and Statutory Holiday time actually taken.
16. The reporting location for the Planner when attending Southwold shall be 35663 Fingal Line, Fingal ON N0L 1K0. It is understood by both parties that due to the nature of services being provided by the Planner, service provided will not be exclusive to the municipality in which the Planner is working from and services in common for both municipalities could be provided from either location.
17. Each municipality shall provide appropriate work space and support staff for time spent providing Planner services, in accordance with approved service levels and budget allocations.
18. West Elgin will provide computer and communication equipment that can be utilized for both municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.

Ongoing Review

19. The Planner, West Elgin CAO and Southwold CAO shall meet quarterly to review operation of this agreement. The CAO's are authorized to make administrative and minor operational adjustments for efficient implementation of this agreement.
20. On an annual basis, the CAO of each municipality shall report to their respective Council on the operation of this agreement.

Agreement Term

21. This agreement shall commence on August 17, 2020 and shall continue until amended or terminated in accordance with the provisions set out in this agreement.

Agreement Amendment

22. This agreement may be amended at any time, subject to agreement by all parties. Any amendment shall be in writing and approved by the respective municipal Councils.

Agreement Termination

23. Either party may terminate this agreement by providing written notice to the other party.
24. Termination of the agreement will take place 6 months after notification has been provided in writing and acknowledged by the other party, or at another date, mutually agreed upon, in writing, by the parties.

Planner Resignation, Termination, Inability to Fulfil Position

25. Should the Planner be unable to fulfill the responsibilities and requirements set out in this agreement, West Elgin shall:
- a) immediately notify Southwold;
 - b) work collaboratively with Southwold to maintain the provision of Planner services in the short-term, until the Planner position is filled, or another course of action is determined.
26. Notwithstanding Section 24, either party may immediately terminate this agreement if the Planner is unable to fulfill the responsibilities and requirements set out in this agreement.
27. Southwold shall not be held liable for failure to provide service under this agreement should the Planner be unable to fulfill the responsibilities and requirements contained in this agreement.

Planner Recruitment

28. Should West Elgin be required to recruit to fill the Planner position, Southwold shall be entitled to have up to two people from Council and/or Senior Management participate in the interview process and provide input to determine the preferred candidate. West Elgin shall take into consideration input from Southwold interviewers, but the final determination on the candidate to be selected and employment terms shall be determined by West Elgin.

Written Notice

29. Where required under this agreement, written notice shall be provided as follows:

Municipality of West Elgin
Attn: CAO
22413 Hoskins Line
Rodney ON N0L 2C0

Township of Southwold
Attn: CAO/Clerk
35663 Fingal Line
Fingal ON N0L 1K0

Severability

30. The parties agree that in the event that any provision, clause, Article or attachment herein, or part thereof, which form part of the agreement, are deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, Articles, attachments or parts thereof, shall be and remain in full force and effect.

Governing Law

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

Insurance and Liability

32. Southwold and West Elgin agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:
- a. A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Planner Shared Services pursuant to this agreement in an amount not less than the full replacement cost.
 - b. A General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each party to the agreement as an additional

insured with respect to the Planner Shared Service Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

Counterpart Signing

33. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF the said parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

The Corporation of the Municipality of West Elgin

Mayor

Clerk

The Corporation of the Township of Southwold

Mayor

Clerk