

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2017 - 47

Being a By-law to authorize the renewal and execution of the Community Development Officer Intern (CDOI) Shared Services Agreement.

WHEREAS Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Municipality of Magnetawan entered into a CDOI Shared Services Agreements with the Townships of Perry and McMurrich Monteith by By-law 2016-06 effective January 1, 2017 and terminating December 31, 2017;

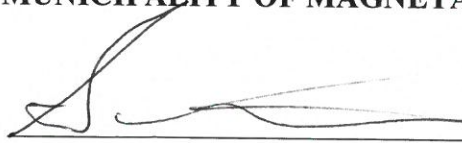
AND WHEREAS the Parties deem it necessary to renew said Agreement from January 1, 2018 to March 31, 2018;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

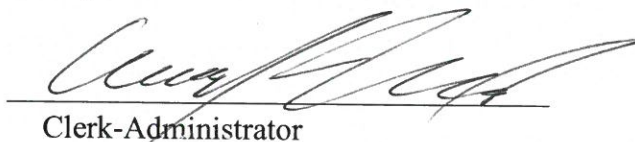
1. **THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into a CDOI Shared Services Agreement with the Corporation of the Township of Perry and the Corporation of the Township of McMurrich/Monteith for the period January 1, 2018 to March 31, 2018, substantially and attached hereto as Schedule 'A' and forming part of this By-law; and
2. **THAT** the Mayor and Clerk-Administrator are hereby authorized to execute the Agreement;

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 27th day of September, 2017

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



Clerk-Administrator

Schedule 'A'

THIS AGREEMENT is made effective as of January 1st, 2018,

Between

The Corporation of the Township of Perry

and

The Corporation of the Municipality of Magnetawan

and

The Corporation of the Township of McMurrich/Monteith

WHEREAS the Council of the Corporation of the Township of Perry hired, with financial assistance from the Northern Ontario Heritage Fund Corporation, a post-secondary graduate to fill an internship position to fill the CDO position from January 1st, 2017 to December 31st, 2017;

AND WHEREAS the Municipality of Magnetawan and the Township of McMurrich/Monteith resolved to partner with the Township of Perry to share this Intern position;

AND WHEREAS a shared Intern is beneficial from both a geographic perspective and a financial perspective for the three participating communities, to work on collaborative economic development projects;

AND WHEREAS the Township of Perry, the Municipality of Magnetawan and the Township of McMurrich/Monteith deem it expedient to renew the shared services agreement for the period beginning on January 1st, 2018 to March 31st, 2018.

NOW THEREFORE BE IT RESOLVED THAT in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. **The Agreement**

The following Appendices are attached to and form part of this Agreement:

- Appendix 'A' – Terms and Conditions
- Appendix 'B' – Position Description
- Appendix 'C' – Financial Information and Cost Sharing

2. **Agreement Term**

This Agreement shall continue in effect from the date of passing until the Work Term is completed or extended, or this Agreement is terminated in accordance with its terms.

3. **Specific Terms**

The partner Municipalities have agreed to share equally in the cost to employ the Intern, as more fully described in Appendix 'C'.

4. Contact

The contact information for the parties is as follows:

The Corporation of the Township of Perry
1695 Emsdale Road, P.O. Box 70, Emsdale ON P0A 1J0
Phone: 705 636 5941
Fax: 705 636 5759
Email : beth.morton@townshipofperry.ca

The Corporation of the Municipality of Magnetawan
4304 Hwy 520, P.O. Box 70, Magnetawan ON P0A 1P0
Phone : 705 387 3947
Fax: 705 387 4875
Email: clerk@magnetawan.com

The Corporation of the Township of McMurrich/Monteith
P.O. Box 70, Sprucedale ON P0A 1Y0
Phone : 705 685 7901
Fax: 705 685 7393
Email: clerk@mcmurrichmonteith.com

5. Agreement to be bound

The parties to this Agreement acknowledge and agree that they have read, understand, have the authority to enter into, and to be bound by the Agreement.

The Corporation of the Township of Perry

By: _____

Date Signed: _____

The Corporation of the Municipality of Magnetawan

By: _____

Date Signed: _____

The Corporation of the Township of McMurrich/Monteith

By: _____

Date Signed: _____

Community Development Officer Intern Agreement

Appendix 'A'

Terms and Conditions

1. Definitions

- 1.1. **Eligible Candidate** means an individual who is (i) a graduate of a college or university registered with the Ministry of Training, Colleges and Universities (MTCU) from a program that is approved by MTCU with qualifications in a field of study that is related to the employment offered by the Employer; (ii) not an immediate family member or relative of the Employer;
- 1.2. **Employer** means the Corporation of the Township of Perry;
- 1.3. **Intern** means an Eligible Candidate hired to fill the position of Community Development Officer Intern;
- 1.4. **EcoDev Committee** means the advisory volunteer group established by the partner Councils to oversee the development of a work plan, receive regular progress reports and provide regular updates to their respective Councils. Furthermore, the EcoDev Committee provides recommendations on the budget which is approved by the Councils of the Partner Municipalities;
- 1.5. **Partner Municipalities or Partners** means the Corporation of the Township of Perry, Municipality of Magnetawan and the Corporation of the Township of McMurrich/Monteith;
- 1.6. **Position** means the internship position described in Appendix 'B';
- 1.7. **Supervisor** shall mean the person responsible to manage the work performance and administrative functions of the Intern and shall be the Clerk/Administrator of the Corporation of the Township of Perry; and the Clerk/Administrator for the Municipality of Magnetawan and the Deputy Clerk for the Corporation of the Township of McMurrich/Monteith when the Intern is working in the partner municipalities.

2. Support Services

2.1 The Employer shall provide an office work space. Each municipality will provide a suitable work space to accommodate the Intern when in their municipality.

2.2 The Employer shall provide a Secretary for the EcoDev Committee whose purpose will be to arrange Committee Meetings, prepare Agendas with supporting material, and prepare, record and distribute Committee Minutes.

3. Termination of this Agreement

The Township of Perry has extended the Employment Contract with the Intern from the period of January 1st, 2018 to March 31st, 2018 therefore the said Agreement cannot be terminated during the extension period.

4. Potential Termination or Resignation of Intern

Should the Partners agree upon the termination of the Intern, or should the Intern give notice of resignation, the Partners shall jointly select a replacement.

5. Termination of Intern

5.2 For Cause and Not For Cause

5.2.1 Where termination is "not for cause" the Partners agree that any termination/severance package for the Intern, shall be shared equally;

5.2.2 Where termination is "for cause" and is challenged/disputed by the Intern, the Partners agree to jointly defend any claim for 'wrongful dismissal' and share equally in any judgment whether it imposes liability on the Partners or whether the Partners are entitled to costs as a result of any legal proceedings.

6. Access to Employment related Records

The Partners are entitled to have access to any employment contract or related employment information pertaining to this Intern position, which is maintained in the records held by The Corporation of the Township of Perry. To access these documents, a request shall be made in writing and the Township of Perry shall provide such documents within a reasonable time. For the purposes of access to the records of the Intern through MFIPPA, the Partners shall be deemed to be joint employers of the Intern.

7. Insurance

7.1 Each Partner represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out obligations similar to the obligations required of the Employer under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence. The policy shall include the following:

7.1.1 The Partners and each of its officers, directors, advisors, agents and representatives as additional insured with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with this Agreement;

7.1.2 A cross-liability clause;

7.1.3 Contractual liability coverage; and

7.1.4 A thirty (30) day written notice of cancellation.

7.4 Indemnification

The Partners hereby agree to indemnify and hold harmless the other Partners, and each of its officers, directors, advisors, agents and representatives from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way, arising out of or in connection with the carrying out of the provisions of this Agreement within each of the Partners respective territorial jurisdiction.

8. Good Faith Resolution of Disputes

- 8.1 Any disputes arising from or related to the administration of this Agreement shall be resolved through good faith attempts. Each Partner shall direct two members of its Council along with the Clerk to meet and discuss the disputed issue and report back to their respective Councils with a proposed resolution for approval and implementation.
- 8.2 Where a resolution is not attained each remaining Partner may opt to enforce the provision of this Agreement by court application.

9. Compliance with Laws

The Partners shall require its directors, officers, partners, employees, agents, contractors and volunteers, if any, at all times to comply with any and all federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders applicable to the performance of this Agreement, the employment of the Intern and the position. The Partners shall obtain at their own expense, all permits from public authorities which may be required in connection with the performance of this Agreement, the employment of the Intern and the Position.

Appendix 'B'

Position Description

Community Development Officer Intern

Position Summary

The Community Development Officer Intern position will provide meaningful work experiences and opportunities for a recent University or College graduate, by fostering their knowledge and skill development in the areas of rural/northern community economic development, tourism, events promotion, project development, business plan development, grant funding administration, report preparation/presentation and administrative tasks.

Reporting Relationship

The Community Development Officer Intern (CDOI) will report directly to the Clerk/Administrator of the Township of Perry for administrative functions; and to the EcoDev Committee for work plan.

The CDOI will work collaboratively for the following three municipalities: the Township of Perry, the Municipality of Magnetawan and the Township of McMurrich/Monteith.

Position Eligibility and Qualifications

The ideal candidate will have qualifications and experience in the following areas:

- Graduate, within the last three (3) years, of Post-secondary studies (University or College) in economic development business administration. Graduates with and educational background in tourism may also be considered;
- First time employed in your field of study;
- Never participated in an internship program;
- Legally entitled to work in Canada;
- Strong personal initiative combined with superior interpersonal oral and written communication skills;
- General understanding of economic development, community development and municipal administration;
- Ability to plan, coordinate and manage various projects;
- Ability to work independently and/or in a team environment, with multi-stakeholder groups with multiple priorities;
- Ability to compile and present statistical information;
- Strong organizational, time management and administrative skills;
- Proficiency with Microsoft Excel and Word, Internet, Websites, Social media;
- Availability to attend evening meetings as required;
- Have reliable transportation and valid Class 'G' Driver's License

Key Duties and Responsibilities

The CDOI will continue to undertake during the extended three-month term from January 1st, 2018 to March 31st, 2018:

- Strategic Plan Development and SWOT analysis
- Developing goals and objectives which help guide the Committee and are in line with the work plan
- Continue to develop relationships and partnerships with other Economic Development groups; the Central Almaguin Economic Development Association (CAEDA), Burk's Falls and Area Community

Economic Development (BACED), and Almaguin Highlands Chamber of Commerce (AHCC)

- Explore and identify grant opportunities and assist stakeholders with their grant applications
- Work with Regional Tourism Organization (RTO12) in promoting tourism activities

Position Summary

The CDOI will also focus on the following matters:

Administration

- Research;
- Prepares reports and correspondence, as required;
- Assists in special projects and other duties as assigned;
- Presentation of information to partner Councils, as required.

Working Relationships

- Business Retention & Expansion Partner Group;
- Government ministries, agencies and funders;
- Consultants, developers, entrepreneurs;
- Partner Municipal Councils, Clerks and support Staff, EcoDev Committee;
- Business owners;
- Public.

Working Conditions

- Office environment;
- 40 hours per week (special events and meetings as required);
- Some travel required.

The foregoing description reflects the general duties necessary to describe the principal functions of the job identified and shall not be construed to be all of the work requirements that may be inherent to this position.

Appendix 'C'

Financial Information and Cost Sharing

1. The Partner Municipalities shall share equally in all costs associated with the Community Development Officer Intern. The 2018 budget for the three-month extension has been established to be \$4,656.26 per municipality.
2. The EcoDev Committee will recommend the budget to be approved by the Councils of the Partner Municipalities.
3. The Employer shall provide a quarterly budgetary control report to the EcoDev Committee.
4. The Employer shall invoice the Partner Municipalities on a quarterly basis and such amounts shall be due and payable within 30 days of the Invoice date. Late payments shall be subject to interest at the rate of 1.25% per month.
5. It is acknowledged by the Partners that due to the nature of the work, there will be imbalances in the amount of time devoted to each Partner throughout the duration of this Agreement.
6. It is acknowledged by the Partners that the Employer will charge a nominal administration fee of \$100 per month, shared equally between the Partners for the provision of Support Services and to administer the Community Development Officer Intern Agreement.