

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**  
**BY-LAW NO. 2016 - 49**

**Being a By-law to enter into an Agreement with the Township of Perry and the Township of McMurrich/Monteith for the sharing of a Community Development Officer Intern in 2017.**

**WHEREAS** Section 20 (1) of the *Municipal Act, S.O. 2001, c.25*, as amended, authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** the Township of Perry, the Township of McMurrich/Monteith and the Municipality of Magnetawan deem it necessary to enter into an Agreement to define the terms and conditions of the sharing of a Community Development Officer Intern and to form a Joint Economic Development Committee to oversee the Intern's work activities;

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

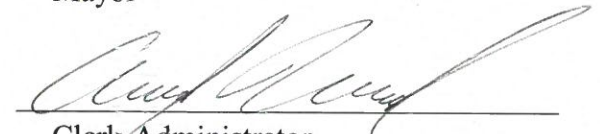
1. **THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into an Agreement with the Township of Perry and the Township of McMurrich/Monteith, substantially in the form attached hereto as Schedule "A" and forming part of this By-law; and
2. **THAT** Magnetawan Council appoint Deputy Mayor, Tim Brunton, to act as its representative on the Joint Economic Development Committee; and
3. **THAT** the Mayor and Clerk-Administrator are hereby authorized to execute the Agreement on behalf of Magnetawan.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 14<sup>th</sup> day of December, 2016

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**



Mayor



Clerk-Administrator

Council MTG. of Dec. 14/16

Agenda Item # 8.2.



## Schedule 'A' to By-law 2016-48

THIS AGREEMENT is made effective as of January 1<sup>st</sup>, 2017,

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 has hired, with financial assistance from the Northern Ontario Heritage Fund Corporation, a post-secondary graduate to fill an internship position;

**AND WHEREAS** the Municipality of Magnetawan and the Township of McMurrich/Monteith have 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;

**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 Corporation of the Township of Perry has entered into an Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for financial assistance towards the costs of the Intern Position in the form of a conditional contribution that does not need to be repaid by the employer, provided that the employer satisfies the conditions of the NOHFC.

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](mailto: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](mailto: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](mailto: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: \_\_\_\_\_

## 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. **Eligible Costs** means the actual salary or wages paid to the Intern which were incurred by the Employer during the Work Term, including:
  - 1.2.1. Any benefits paid by the Employer, including but not limited to: vacation pay, bonuses, gifts, termination or severance pay, reasonable notice or pay in lieu, expenses and allowances.
  - 1.2.2. The Employer's portion of statutory remittances, including but not limited to contributions to the Canadian Pension Plan, Employer Health Tax Employment Insurance (EI) premiums, etc.
- 1.3. **Employer** means the Corporation of the Township of Perry;
- 1.4. **Employment Cost Summary** means a spreadsheet detailing usual payroll wages and deductions;
- 1.5. **Intern** means an Eligible Candidate hired to fill the position of Community Development Officer Intern;
- 1.6. **Joint Economic Development 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 Joint Economic Development Committee provides recommendations on the budget which is approved by the Councils of the Partner Municipalities;
- 1.7. **Partner Municipalities or Partners** means the Corporation of the Township of Perry, Municipality of Magnetawan and the Corporation of the Township of McMurrich/Monteith;
- 1.8. **Position** means the internship position described in Appendix 'B';
- 1.9. **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 Joint Economic Development 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 entered into an agreement with NOHFC on behalf of the partner municipalities for a one year period to provide employment for a Community Development Officer Internship. The Township of Perry is bound by the agreement on behalf of the Partners, therefore the Partners agree that the Community Development Officer Intern Agreement cannot be terminated during the NOHFC Agreement 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 in accordance with the Terms and Conditions of the NOHFC Northern Ontario Internship Program Agreement.

### **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.
- 7.2 The Partners shall provide valid Certificates of Insurance, or other proof as may be requested by the other Partners and/or the NOHFC, that confirms the insurance coverage as provided in 7.1. Upon the request of NOHFC, the Employer shall make available to NOHFC, a copy of each insurance policy.
- 7.3 The Employer is registered with the Workplace Safety and Insurance Board (WSIB) and shall, at all times throughout the employment of the Intern, pay all amounts payable under the Act to the WSIB when they are due and, upon the request of NOHFC, shall deliver to NOHFC, a copy of a current compliance certificate issued by the WSIB.

**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 PMM Economic Development 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 undertake during the second year placement:

- 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), Almaguin Highlands Economic



- Development Association (AHED) 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, Joint Economic Development Committee;
- Business owners;
- Public.

### **Working Conditions**

- Office environment;
- 40 hours per week (special events and meetings as required);
- 1 year, full time;
- 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 Corporation of the Township of Perry has been approved to receive conditional funding from the Northern Ontario Heritage Fund to include actual salary or wages paid, but does not include any benefits nor statutory remittances.
2. The Partner Municipalities shall share equally in all costs associated with the Community Development Officer Intern. The Joint Economic Development Committee will recommend the budget to be approved by the Councils of the Partner Municipalities.
3. The Employer shall provide quarterly budgetary control reports to the Joint Economic Development 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 an annual nominal administration fee of \$1200, shared equally between the Partners for the provision of Support Services and to administer the Community Development Officer Intern Agreement.