

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 122-2000

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF KENORA AND ITS MUNICIPAL PARTNERS OF THE KENORA COURT SERVICE AREA IN RELATION TO THE TRANSFER OF THE PROVINCIAL OFFENCES ACT RESPONSIBILITIES.

WHEREAS Bill 108, Streamlining of Administration of Provincial Offences Act provides authority for a municipality to enter into an agreement with the Ministry of the Attorney General with respect to the transfer of the Provincial Offences responsibilities for court administration and support and prosecution of Part I and II of the Provincial Offences Act;

AND WHEREAS a By-law to authorize the execution of an Agreement between The Corporation of the City of Kenora and the Municipal Partners is a requirement under the Memorandum of Understanding with Her Majesty the Queen in Right of Ontario as represented by the Ministry of the Attorney General.

The Municipal Partners being The Corporations of The
Municipality of Red Lake
Township of Ear Falls
Township of Sioux Narrows

NOW THEREFORE the Council of the Corporation of the City of Kenora hereby enacts as follows:

- 1. THAT** the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute the Agreement attached to and forming part of this By-law as Schedule "A" between The Corporation of the City of Kenora and The Municipal Partners being the Corporations of the Municipality of Red Lake, Township of Ear Falls, and Township of Sioux Narrows in accordance with the terms and conditions therein and affix the Seal of the Corporation thereto.
- 2. THAT** this By-law shall come into force and be in effect from and after the final passing thereof.

**BY-LAW READ A FIRST AND SECOND TIME THIS 11TH DAY OF
SEPTEMBER, 2000.**

**BY-LAW READ A THIRD & FINAL TIME THIS 11TH DAY OF
SEPTEMBER, 2000.**

THE CORPORATION OF THE CITY OF KENORA:

.....**MAYOR**
David Canfield

.....**CLERK**
Joanne McMillin

Schedule "A"

BY-Law No. 122-2000

INTERMUNICIPAL SERVICE AGREEMENT

THIS AGREEMENT DATED this day of 2000

BETWEEN:

THE CORPORATION OF THE CITY OF KENORA

Hereinafter called the "City"

-and-

**THE MUNICIPAL AREA PARTNERS, being
THE CORPORATIONS OF THE**

**Municipality of Red Lake
Township of Ear Falls
Township of Sioux Narrows**

Hereinafter called "the Partners"

All of which are collectively referred to herein as the "Parties"

WHEREAS the Province requires an Intermunicipal Service Agreement to be made in support of a Memorandum of Understanding (MOU) for the transfer of service delivery for Court Administration and Court Support functions under the Provincial Offences Act and the prosecution of matters commenced under Parts I and II of the Act where not currently assumed by a Partner,

AND WHEREAS the Parties have agreed to the City being the Service Delivery Agent to effect the seamless transition of POA court administration and to sharing the net revenues on a municipal corporate basis as per Schedule B attached hereto amongst the Partners.

NOW THEREFORE the Parties hereto agree as follows:

1. THE CITY:

Agrees to enter into a Memorandum of Understanding (MOU) in the form attached hereto as Schedule "A" with Her Majesty The Queen in Right of Ontario, as represented by the Attorney General, for the City to be the service delivery agent to the Public for court administration and court support functions under the Provincial Offences Act and the prosecution of matters commenced under Parts I and II of the Act.

2. EACH MUNICIPAL PARTNER:

- 2.1 Acknowledges the receipt of, and the opportunity to review, the Memorandum of Understanding.
- 2.2 Agrees to be strictly bound by each of the MOU terms that relate to the Partner, as if each covenant was set out herein, so as to maintain the integrity of, and public confidence in, prosecutions and the administration of justice.
- 2.3 Acknowledges that the estimated costs and revenues provided by the Province are based on estimates only and that neither the Partners nor the City can rely on the accuracy of such estimates.
- 2.4 Agrees to the appointment of the CAO or his/her administrative designate from the City and from each municipal Partner to an Advisory Committee to review and approve budgets and report on levels of service from time to time. The Advisory Committee will attempt to resolve any disputes referred to them as set out in Article 4 to this Agreement.

3. THE CITY AGREES TO:

- 3.1 Share with the Partners the net POA revenues in accordance with Schedule "B" on a quarterly basis based on estimated revenues and expenses.
- 3.2 Provide a year-end reconciliation of the actual costs and revenues provided by the City under Bill 108, Streamlining of Administration of Provincial Offences Act.
- 3.3 Report to the Advisory Committee within 90 days following the fiscal year end on December 31 on the year end actuals and estimated revenues and expenses for the coming year; and to consider any recommendations made by the Committee.

- 3.4 At the written request of one or more of the Municipal Partners, the City will convene an annual meeting, as a component of the budget process, of all Parties to review the cost/revenue sharing formula as set out in Schedule “B” of this agreement.

4. DISPUTE RESOLUTION

- 4.1 The Partners and the City agree that if a dispute arises the parties will make every effort to resolve the dispute through consultation and if unresolved it will be forwarded to the Advisory committee.
- 4.2 In the event the dispute cannot be resolved by the Committee the Partners may either choose to use the services of a third party mediator, or apply under the Arbitration Statutes of the Province of Ontario to have an arbitrator resolve the dispute.
- 4.3 Where the services of a mediator or an arbitrator are undertaken, the costs of such services shall be shared equally by the Partners as part of the costs associated with this agreement. Each party shall be responsible for the cost of its own advisors or experts, if any.

5. REPORTS AND ACCOUNTING

- 5.1 All monies received and expended by the City in respect of the administration of the Provincial Offences Act pursuant to this Agreement are to be separately and clearly identified in the financial records of the City and are subject to an external annual audit for the review of the Committee. Copies of this audit will be submitted to each Municipal Partner for their information.
- 5.2 Each Partner shall be entitled to review the financial records maintained by the City that relate to all services provided by the City under the Provincial Offences Act

6. THE PARTIES AGREE:

- 6.1 The City and each Partner acknowledge that this Agreement may be terminated by either of them upon at least twelve months notice to each of the parties and that the City agrees to give reasonable notice to each Partner if the MOU is to be terminated so that the City and each Partner can deal with the proper termination of this Agreement.

- 6.2 That the sharing of revenues and expenses between the City and the Partners shall be based upon Schedule “B” subject to such adjustments approved by the Advisory Committee.

7. LIMITATION OF LIABILITY

- 7.1 Each Partner shall indemnify and save harmless the City, its elected officials, employees, agents and contractors from all manner of claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever based on, occasioned by or attributable to anything done or admitted to be done by each Partner or by its elected officials, employees, agents or contractors in connection with this Agreement or with the performance of each Partner's obligations under this Agreement.
- 7.2 The City shall indemnify and save harmless each Partner, their elected officials, employees, agents and contractors, from all manner of claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever based on, occasioned by, or attributable to anything done or admitted to be done by the City or by its elected officials, employees, agents, or contractors in connection with this Agreement or with the performance of the City's obligations under this Agreement.

**SCHEDULE “B”
INTERMUNICIPAL SERVICE AGREEMENT**

**APPORTIONMENT OF COSTS AND
REVENUES**

Revenues and expenses resulting from the provision of POA services by the City will be shared by the Partners to this Agreement as follows based on a Combination (50/50) of Unweighted Assessment and Population:

City of Kenora	73.5511 %
Municipality of Red Lake	18.5616 %
Township of Ear Falls	3.9463 %
Township of Sioux Narrows	<u>3.9410 %</u>
	<u>100.0000%</u>

FINANCIAL MATTERS:

The Ministry of the Attorney General has projected a net revenue of \$ 294,403 to be shared and it must be recognized that this figure is an estimate and cannot be relied on as the final net revenue amount.

Further, there are transaction and staffing costs which have not been included or may be understated in the Ministry estimate, particularly for the start up of the new, single entity municipal service as compared to the mature, multi - faceted Ministry organization.

Also the projected revenue figures are based on previous years and the future years may see less or greater activity and the collection process is still uncertain as the POA administration goes through this transition.

SCHEDULE "A"
INTERMUNICIPAL SERVICE AGREEMENT

MEMORANDUM OF UNDERSTANDING
(ATTACHED HERETO)

In Witness Whereof the Parties hereto have caused their Corporate Seal to be hereunto affixed and attested by its proper signing Officers duly authorized in that behalf.

The Corporation of the City of Kenora

Mayor

Clerk

The Corporation of the Municipality of Red Lake

Mayor

Clerk

The Corporation of the Township of Ear Falls

Reeve

Clerk

The Corporation of the Township of Sioux Narrows

Reeve

Clerk

