

THE CORPORATION OF THE  
TOWN OF PELHAM  
BY-LAW #2139 (2000)


Being a by-law to authorize the Mayor & CAO to enter into a Shared Services Agreement with the Regional Municipality of Niagara with respect to Human Resources Support Services.

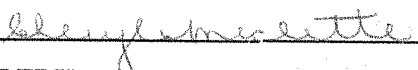
WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into a Shared Services Agreement with the Regional Municipality of Niagara with respect to human resources support services;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Shared Services Agreement attached hereto and made part of this by-law between the Corporation of the Town of Pelham and the Regional Municipality of Niagara be and the same is hereby approved.
- (2) THAT the Mayor and CAO be and each of them is hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Shared Services Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME  
AND FINALLY PASSED BY COUNCIL THIS  
17<sup>th</sup>. DAY OF JANUARY, 2000 A.D.

  
MAYOR

  
CLERK

THIS AGREEMENT made the 15th day of November, 1999

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter called the "Region")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM

(hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Region wishes to provide and the Town wishes to receive certain services;

NOW THEREFORE the parties hereto hereby agree as follows:

Part A -- Human Resources Support Services

- 1.(1) In this Part "Town Contact" shall mean the Chief Administrative Officer of the Town or his or her designate.
  - (2) The Town's Chief Administrative Officer shall notify the Region, in writing, of the name and title of any individual he or she has authorized to act as designate for purposes of this Part. Such notice shall be given in advance of any contact by the designate to the Region.
  - (3) The Region reserves the right to verify with the Town's Chief Administrative Officer whether any individual is or remains his or her designate.
2. (1) The Region, through its Human Resources Department, shall provide to the Town, as needed and requested by the Town Contact, human resources support services in the following areas:
    - (a) job description analysis, salary administration and maintenance of job evaluation/pay equity/internal equity;




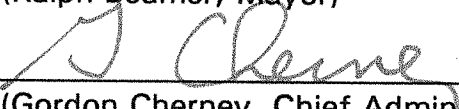
- (b) occupational health and safety;
  - (c) recruitment and selection;
  - (d) labour and employee relations;
  - (e) accommodation of injured workers and persons with disabilities;
  - (f) WSIB claims and processing of appeals; and,
  - (g) performance measurement process planning.
- (2) The Region shall respond to requests for human resources support services as soon as possible.
3. (1) During the first year when this Part of this agreement is in effect (and thereafter until changed) the Town shall pay the Region for the said human resources support services, at the rate of \$45.00 per hour plus 3% net GST.
- The said payment is intended to compensate the Region for Regional staff time as well as incidental office expenses.
- (2) The Town Contact may request human resources support services on an "as needed" basis.
- (3) The Town Contact may communicate such requests for human resources support services to the Region by telephone or e-mail.
- (4) Where the delivery of services, articulated in Part 2(1), requires the assistance to the Region through third parties such as consultants or legal counsel, the fees for the services of such third parties will be determined through mutual agreement at the time of request.
4. The parties hereto may agree, from time-to-time, on the provision, by the Region to the Town, of custom-designed training and development seminars for a payment intended to cover the Region's costs thereof. Further, Town staff may attend training and development programs (including information technology programs and management training programs) offered by the Region, provided that the Town pays to the Region the fee for such attendance charged to persons who are not Region staff

#### Part B -- General

5. The parties hereto may, from time to time, by written agreement executed by both parties, amend any portion of this agreement. Any portion of the agreement not amended shall continue in effect.

6. (1) This agreement shall come into effect upon execution by both parties.
- (2) Either party hereto may terminate this agreement, without cause, upon at least 90 days' written notice to the other party.
7. The Town shall pay to the Region the mileage costs incurred by the Region in providing services pursuant to this agreement. The mileage rate shall be as approved by the Region's Council from time to time.
- 8.(1) The Region shall invoice the Town on a quarterly basis for services provided pursuant to this agreement.
- (2) If the parties hereto amend the above-mentioned frequency of invoicing, such amendments shall be implemented only after a period of at least 30 days from the date of the agreement to so amend.
9. The parties hereto agree that if a dispute over this agreement should arise, they shall first attempt to resolve the dispute by convening a meeting of the Region's Chief Administrative Officer or designate and the Town's Chief Administrative Officer or designate.
10. This agreement shall bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND )	THE REGIONAL MUNICIPALITY OF
DELIVERED )	NIAGARA
)	
APPROVED FOR EXECUTION )	
<u>BWB</u> )	(Debbie M. Zimmerman, Regional Chair)
LEGAL SERVICES )	
)	
)	
)	(Thomas R. Hollick, Regional Clerk)
)	
)	THE TOWN OF PELHAM
)	
)	
)	(Ralph Beamer, Mayor)
)	
)	
)	(Gordon Cherney, Chief Administrative Officer)

DATED November 15, 1999

THE REGIONAL MUNICIPALITY OF NIAGARA

-and-

THE CORPORATION OF THE TOWN OF  
PELHAM

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A G R E E M E N T

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LEGAL SERVICES  
THE REGIONAL MUNICIPALITY OF NIAGARA  
2201 St. David's Road, Box 1042  
Thorold, Ontario L2V 4T7

(ADA-99-3 ).