

The Joint Services Committee of Leeds and Grenville

Resolution No. JSC- -2025

Date: July 9, 2025

Moved by _____

Seconded by _____

WHEREAS the Joint Services Agreement between the City of Brockville, the United Counties of Leeds and Grenville, the Town of Prescott and the Town of Gananoque states at para 3.1, Terms of Reference:

"3.1 The Committee shall be responsible for and have autonomous authority to Negotiate, manage, amend and administer the service contracts specified in this Agreement and without limiting the generality of the foregoing, the Committee shall:

- (a) establish policy
- (b) approve budgets
- (c) establish procedures for the operation of the Committee
- (d) authorize agreements

3.2 (a) The parties hereby agree that the services which are the subject of this Agreement are Social Services, Social Housing, the Provincial Offences Act transfer, and Land Ambulance."

NOW THEREFORE BE IT RESOLVED THAT the Joint Services Committee directs the Chair to seek a legal opinion independent of the counsel to the parties, including counsel of the constituent lower-tier municipalities of the United Counties as well as the four primary parties to the Agreement, to determine and report back to the Joint Services Committee whether or not by entering into the Agreement the parties to it delegated to the Joint Services Committee full and independent decisional, oversight and negotiating authority for all matters pertaining to the four services which are they subject of that agreement; and

BE IT FURTHER RESOLVED THAT the questions that need to be addressed include but are not limited to:

- (a) Does the Committee's independent budgetary authority therefore require a distinct and separate audit from that of the United Counties of Leeds and Grenville?
- (b) Does the Committee's independent budgetary authority therefore require that the Committee's funds and capital reserves be accounted for using separate and clearly identifiable ledger entries if held in accounts which also hold funds belonging to the United Counties of Leeds and Grenville?
- (c) Does the delegation to the Committee by the parties of the authorities at para 3.1 of the Agreement related to the services at para 3.2 of same thereby delegate to the Committee authority to manage all labour relations and employment matters, including collective labour agreements, for employees employed for and engaged in the delivery of the four services which are subject to this agreement?
- (d) Does the delegation to the Committee by the parties of the authorities at para 3.1 of the Agreement related to the services at para 3.2 of same require that advocacy and negotiations with other levels of government or peer municipalities as they relate to the services at para 3.2 are reserved to the Joint Services Committee on behalf of the parties?
- (e) Does the delegation to the Committee by the parties of the authorities at para 3.1 of the Agreement related to the services at para 3.2 of same delegate exclusive decisional authority for the purchase or disposal of real assets, including real estate, using levies paid under the Agreement is reserved to the Joint Service Committee?
- (f) Does the delegation to the Committee by the parties of the authorities at para 3.1 of the Agreement related to the services at para 3.2 of same and the maintenance of independent and separate budgetary authority mean that any income or benefit (interest, investment income, capital gain from sale of properties or assets) accrued from reserves or assets acquired with or

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resulting from levies paid by the parties is reserved for the exclusive use and application to the services included in the Agreement?

Carried _____ Defeated _____ Deferred _____

Brant Burrow, Chair