



## **AGREEMENT ON COOPERATION AND CONSULTATION**

between the

**CITY OF TORONTO**

as represented by His Worship the Mayor of the City of Toronto

and the

**PROVINCE OF ONTARIO**

as represented by the Minister of Municipal Affairs and Housing

### ***Preamble***

1. As provided for in the *City of Toronto Act, 2006*, it is in the best interests of the Province and the City to work together in a relationship of mutual respect, ongoing consultation and cooperation on matters of mutual interest; and to do so in accordance with an Agreement between the Province and the City.
2. The Toronto-Ontario Cooperation and Consultation Agreement establishes a framework to guide Provincial ministries and City divisions in consultation, strengthening their existing cooperative working relationship.
3. Ongoing cooperation and consultation between the governments of Ontario and Toronto should result in the achievement of mutual objectives and in more informed decision-making.
4. It is in the best interests of the parties to exchange input on broad policy matters of mutual interest and to identify impacts that could arise from proposed changes in legislation, regulations, resolutions, or bylaws.

## ***Principles***

5. Ontario and Toronto are best served when the governments of the Province and the City observe the following principles:
  - a. Respect for each other's jurisdiction and authority.
  - b. Co-operation on shared policy matters and/or other matters of mutual interest.
  - c. Shared commitment to consult with one another on matters described in this Agreement.
  - d. Acknowledgement of each other's interests and, where appropriate, facilitating the other party's input into discussions with other governments.

## ***Scope***

Subject to the exclusions listed in section 8, the parties will cooperate in implementing this Agreement consistent with the above principles in the following matters:

6. The Province of Ontario will consult with the City on:
  - a. Any proposed change in legislation or regulation that, in Ontario's opinion, will have a significant financial or policy impact on the City.
  - b. Broad policy matters where, in the opinion of the Province, the Province and City may have mutual interests.
  - c. Proposed agreements with the government of Canada, or other governments, on matters that, in the Province's opinion, have a direct City impact.
  - d. Initiatives that the Province may be involved in with other governments or with stakeholders, where the Province deems it appropriate.
7. The City of Toronto will consult with the Province on:
  - a. Any proposed council resolution or bylaw that, in Toronto's opinion, will have a significant financial or policy impact on the Province.
  - b. Broad policy matters where, in the opinion of the City, the Province and City may have mutual interests.
  - c. Proposed agreements with the government of Canada, or other governments, on matters that, in the City's opinion, have a direct provincial impact.

- d. Initiatives that the City may be involved in with other governments or with stakeholders, where the City deems it appropriate.
8. The following matters are excluded from the application of this Agreement:
- a. Emergency situations.
  - b. Matters subject to public interest immunity and matters in the Provincial budget, budget papers and budget bills.
  - c. Meetings and negotiations of First Ministers, Council of the Federation, Provincial-Territorial Ministers or Federal-Provincial-Territorial Ministers.
  - d. Meetings and negotiations of municipal organizations and alliances.

### ***Implementation***

9. Cooperation and Consultation:
- a. Building on existing cooperative practices, this Agreement will guide Provincial ministries and City divisions in their interactions with each other.
  - b. Depending on the nature of the issue, Provincial ministries and City divisions will determine the most appropriate method of consultation.
  - c. Where matters within the scope of this Agreement involve changes to legislation, regulations, resolutions or bylaws, consultation should occur early in the development process.
10. Meetings:
- a. Additional meetings will be held as jointly determined by the parties.
  - b. The scheduling of meetings including frequency, location, and timing, and the setting of meeting agendas will be based on mutual agreement of the parties.
  - c. Ontario will endeavour to arrange for representatives of ministries other than the Ministry of Municipal Affairs and Housing to participate, as necessary.
  - d. The City will endeavour to arrange for representatives of divisions other than the City Manager's Office to participate, as necessary.
11. The parties will inform Provincial and City officials of their obligations under this Agreement.

### ***Other Provisions***

12. Public Communication:

Both parties will be involved in the planning and implementation of communications activities marking the signing of this Agreement.

13. Confidentiality:

- a. Both parties respect each other's organizational procedures and will treat as confidential information acquired or produced through the performance of this Agreement, unless the parties agree that the material is public information.
- b. Parties agree not to disclose any information referred to in clause (a) without first obtaining the written permission of the other party.
- c. Nothing in this Agreement affects the application or operation of the *Freedom of Information and Protection of Privacy Act* or the *Municipal Freedom of Information and Protection of Privacy Act*.

14. Failure to Comply

Failure of the parties to comply with this Agreement does not affect the validity of any action taken by the parties or give rise to any rights or remedies by the parties.

15. Duration and Renewal:

- a. This Agreement takes effect on the date the Agreement is executed by the parties.
- b. This Agreement may be amended from time to time in writing with the consent of both parties.
- c. The term of this Agreement is three years. At the end of the term, the Agreement may be renewed if both parties agree.
- d. A party may terminate this Agreement at any time, without cause, upon 10 days written notice.

16. The lead contacts for administering and monitoring this Agreement are:

- Director of the Intergovernmental Relations and Partnerships Branch of the Ministry of Municipal Affairs and Housing, as the designate of the Minister of Municipal Affairs and Housing; and

- Director of the Strategic and Corporate Policy Division of the City of Toronto, as the designate of the Mayor of the City of Toronto.

IN WITNESS WHEREOF to make best efforts to adhere to the terms established in this Agreement, the parties have executed this Agreement.

**PROVINCE OF ONTARIO as  
represented by the Minister of  
Municipal Affairs and Housing**

ORIGINAL SIGNED BY

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The Honourable Jim Watson  
Minister of Municipal Affairs and  
Housing

JANUARY 15, 2008

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Date

**THE CITY OF TORONTO as  
represented by His Worship the  
Mayor of the City of Toronto**

ORIGINAL SIGNED BY

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David Miller  
Mayor of the City of Toronto

JANUARY 15, 2008

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Date