

MUNICIPAL SERVICE MANAGEMENT AGREEMENT

This agreement made as of the 9th day of November, 2020,

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL
(hereinafter referred to as the 'City of Cornwall')

- AND -

**THE CORPORATION OF THE UNITED COUNTIES OF STORMONT,
DUNDAS AND GLENGARRY** (hereinafter referred to as the 'County')

WHEREAS the City of Cornwall and the County provide the various regional municipal services outlined herein;

AND WHEREAS the parties are desirous to formalize the terms and conditions under which these services are provided and administered in the spirit of partnership, cooperation and mutual respect.

NOW THEREFORE the parties hereof hereby enact the following:

1. CONSOLIDATED MUNICIPAL SERVICE MANAGERS AND AREA OF DELIVERY

1.1 The City of Cornwall is designated as the Municipal Service Manager for Social Services, Social Housing Services, and Land Ambulance Services for the County and the City of Cornwall. The United Counties of Stormont, Dundas and Glengarry is designated as the Municipal Service Manager for Provincial Offences Services for the County and the City of Cornwall. The services provided by the City of Cornwall and the service provided by the United Counties of Stormont Dundas and Glengarry shall be collectively referred to as "Regional Services".

1.2 Both the City of Cornwall and the County agree to work together in the planning and management required for the Regional Services prescribed under this Agreement within the geographic area comprising the United Counties of Stormont, Dundas and Glengarry, and the City of Cornwall (hereinafter referred to as the 'Service Delivery Area') in accordance with provincial legislation and regulations.

2. SERVICE MANAGER LIAISON COMMITTEE

2.1 A Service Manager Liaison Committee (hereinafter referred to as "the Committee"), shall be established and shall be responsible for the administration and implementation of the terms of this Agreement in an orderly and proper fashion, and shall make recommendations to the City of Cornwall and/or United Counties of Stormont, Dundas and Glengarry Councils with respect to issues relating to the Regional Services.

2.2 Responsibilities of the Committee

The County and the City of Cornwall acknowledge that the Committee has been established for the purposes of consultation and sharing of information regarding Regional Services. The Committee is not a decision-making body or delivery agent. The Committee is responsible for:

- (a) Reviewing and recommending draft operating and capital budgets for Regional Services to both the City Council and County Council;
- (b) Making recommendations to the Councils regarding various policy issues related to the operations of the Regional Services being delivered;
- (c) Exchanging relevant and timely information regarding the delivery of Regional Services;
- (d) Advising on or recommending changes to a Regional Service;
- (e) Providing input into long term planning or strategic initiatives involving any of the Regional Services.

2.3 **Committee Composition**

The Committee shall be composed of four (4) elected members of each of the Councils of the City of Cornwall and the County and those members shall be appointed for the term of Council. The respective Chief Administrative Officers of the County and City of Cornwall (or their designates) shall also attend Committee meetings as non-voting members.

2.4 **Committee Chair**

The elected members of the Committee shall elect from among themselves a Chair and Vice-Chair who shall serve for a one (1) year term from January 1st to December 31st each year. The position of Chair shall alternate from year to year between County and the City of Cornwall members. The Chair shall be entitled to vote on all matters before the Committee.

2.5 **Decisions and Recommendations**

Decisions and recommendations of the Committee shall be by way of simple majority vote of the members present. A quorum shall consist of five (5) voting members, with a minimum of two (2) members present from each of the City of Cornwall and the County.

2.6 **Frequency of Meetings**

The Committee shall generally meet six (6) times per year. Additional meetings may be scheduled at the call of the Chair if issues arise which, in the opinion of the City of Cornwall or the County representatives, need to be considered by the Committee.

2.7 **Date of Meetings**

Committee meetings will be held on the 3rd Thursday, every other month, commencing at 10:00 a.m. or at an alternate time as agreed upon by the Committee. The location of meetings shall alternate between the City and County Administration buildings.

2.8 **Agenda Preparation and Distribution**

During the term of this Agreement, the City and County shall alternate, on a year to year basis, responsibility for the preparation and distribution of the Committee agenda. Agendas shall be developed in advance by the Chief Administrative Officer of the County and the Chief Administrative Officer of the City.

2.9 **Minutes**

The party responsible for agenda preparation and distribution shall also be responsible for preparing and circulating the minutes of each Committee meeting. Minutes shall be distributed as soon as reasonably possible after each meeting and shall be ratified at the subsequent meeting.

2.10 **Meeting Procedure**

Meetings shall be conducted in accordance with *Municipal Act* requirements and relevant regulations.

2.11 **Committee Recommendations**

Committee recommendations shall be dealt with as follows:

- (a) Recommendations regarding the services provided hereunder by the City of Cornwall shall be presented to Cornwall City Council for consideration.
- (b) Recommendations regarding the service provided hereunder by the United Counties of Stormont, Dundas and Glengarry shall be presented to County Council for consideration.
- (c) Annual budgets shall be presented to both Councils for consideration. Draft budgets shall be reviewed by the Committee prior to consideration by the responsible Council.

3. **MUNICIPAL SERVICE MANAGER OBLIGATIONS**

3.1 The Municipal Service Manager responsible for each service provided under this Agreement, is obliged to discharge such responsibilities as may be legislated or otherwise prescribed in respect of each Regional Service, including the following:

- (a) Effectively and efficiently managing the Regional Service within the Service Delivery Area;
- (b) Being accountable for management of the Regional Service within established policies and standards;
- (c) Administering applicable cost-sharing arrangements with the Province and between the City of Cornwall and County;
- (d) Determining the most effective approaches for delivering the Regional Service to clients in the Service Delivery Area;
- (e) Performing all human resources functions required to operate the Regional Service in accordance with their respective Human Resources Policies; and
- (f) Acquiring all goods and services required to provide the Regional Service in accordance with their respective Purchasing Policies.

4. **TERM OF AGREEMENT**

4.1 The term of this agreement shall be for a four (4) year term from January 1st, 2021 to December 31st, 2024.

5. SERVICES COVERED AND COST SHARING BASIS

- 5.1 The Regional Services covered under this Agreement, and the basis upon which costs are allocated, are as legislated or agreed to between the Parties and set out in Schedule A, attached hereto and forming part of this Agreement.
- 5.2 Schedule A to this Agreement may be amended from time to time by mutual agreement of each party's elected Council. Other services may be added to this Agreement as mutually agreed upon by both parties.

6. DISPUTE RESOLUTION

- 6.1 The City of Cornwall and County agree to foster and participate in a co-operative approach to disputes arising under this Agreement and agree that all reasonable efforts will be made to resolve disputes informally and amicably at an early stage. In the event of any dispute about any matter arising out of this Agreement between the City of Cornwall and the County, the following shall apply:
- (a) The dispute shall be referred initially by the party raising the dispute to the other party in writing, and the latter shall give a response in writing within a reasonable time.
 - (b) If the dispute is not satisfactorily settled between the parties, the dispute shall be submitted forthwith to a mediator to be agreed upon by the parties.
 - (c) Agreements between Municipalities and the Province for the delivery of services are not subject to arbitration between the parties.
 - (d) If the dispute is solely focused on the cost sharing of the Regional Services between the parties and, if the parties cannot agree on a mediator or the dispute is not satisfactorily settled between the parties through mediation, the dispute may be referred to arbitration. Arbitration proceedings shall be governed by the Arbitrations Act.

7. NOTICE

- 7.1 Where in this Agreement any notice, request, direction or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, e-mail, or facsimile transmission addressed in the case of the City of Cornwall to its CAO and in the case of the County to its CAO at the addresses set out below:
- (a) The Corporation of the City of Cornwall
Attention: Chief Administrative Officer
360 Pitt Street
Cornwall, Ontario
K6J 3P9

(b) United Counties of Stormont, Dundas and Glengarry
Attention: Chief Administrative Officer
26 Pitt Street
Cornwall, Ontario
K6J 3P2


8. **AGREEMENT MAY BE ALTERED BY WRITTEN AGREEMENT**

8.1 If at any time during the continuance of this Agreement, the parties shall deem it necessary or advisable to make any alteration or addition hereto, they may do so by means of a written Agreement between them which shall be supplemental or additional hereto and form part hereof.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals duly attested by their proper officers in that behalf.

DATED this 9th day of November, 2020

THE CORPORATION OF THE CITY OF CORNWALL




Mayor



Clerk

**THE CORPORATION OF THE UNITED COUNTIES OF STORMONT,
DUNDAS AND GLENGARRY**



Warden



Clerk

APPENDIX A

SHARED SERVICE	CITY	COUNTY
Social Support Services (Ontario Works /ODSP)	70%	30%
Child Care	70%	30%
Social Housing*	76.52%	23.48%
Paramedic Services:		
Support Areas**	37.88%	62.12%
Long Sault Base**	37.88%	62.12%
Cornwall Base	100%	
Alexandria Base		100%
Avonmore Base		100%
Winchester Base		100%
Lancaster Base		100%
Morrisburg Base		100%
Provincial Offences Act***	41.86%	58.14%

*Each year the allocation will be calculated on the ratio of housing units in Cornwall to the total housing units in Cornwall and SDG.

**Each year the allocation will be calculated on the ratio of weighted assessment for Cornwall and for SDG.

***Each year the allocation will be based on pro-rating the City's population to the total population as outlined in the Ontario Municipal Directory.