

SMILL

March 31/98

**CONSOLIDATED MUNICIPAL SERVICES
MANAGEMENT AGREEMENT**

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL
[HEREINAFTER REFERRED TO AS THE CITY]

AND

**THE CORPORATION OF THE UNITED COUNTIES OF
STORMONT, DUNDAS, AND GLENGARRY**
[HEREINAFTER REFERRED TO AS THE COUNTY]

WHEREAS the Province of Ontario, through the *Social Assistance Reform Act*, the *Social Services Improvement Act*, and the *Consolidation of Municipal Services Management-Consolidation Planning Framework: Southern Ontario, January 1998*, is requiring the consolidation of municipal service management for the delivery of Ontario Works, Child Care, and Social Housing; and

WHEREAS The following principles and practices have been taken into account:

- the requirement of adherence to policies and standards as established by the Province of Ontario [hereinafter called "the Province"];
- the need for the Consolidated Social Services to have the greatest consideration for the clients, the public, and the ratepayers;
- ready access to Ontario Works, Child Care, and Social Housing, with easily understood service boundaries that take language and culture into account and make sense in terms of existing transportation and communication patterns;
- cost effectiveness through clear accountability;
- coordination;
- innovation and effective strategic planning;
- sharing of resources;
- economies of scale;
- partnership between the City and the Counties.

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WHEREAS the City and the County agree with the Provincial designation of the City of Cornwall as the Consolidated Service Manager for the delivery of Ontario Works, Child Care, and Social Housing; and

WHEREAS the County and the City already have an existing and successful partnership with respect to employment placement, community placement, staff training, communication between supervisors and the use of one common file server; and

WHEREAS the City and the County recognize this agreement as a unique opportunity for a formal and respectful partnership in the delivery of Social Services that will be for the benefit of clients, the public, and ratepayers alike;

NOW THEREFORE the City and the County do hereby covenant and agree as follows:

1. Date of Implementation

1. The effective date of the implementation of this agreement, including the transfer of services from the Province, is the date upon which the Province approves the *Implementation Plan* of this agreement.

2. Consolidated Social Services Committee

2. Within the principle of "partnership," there shall be a **Consolidated Social Services Committee** [hereinafter called "**the Committee**"] whose mandate shall be the establishment of the broad direction and goals of the joint consolidated administration. The direction and goals shall be general in scope and sufficient to guide the general direction of the delivery of the consolidated service. This shall be achieved as follows:
 - (a) The Committee will be comprised of four elected members from each of the City and the County; and these members shall include the Heads of Council for the City and the County *ex officio*. The rules of procedure of the Committee will follow Parliamentary Rules of Order; and the Committee will also endeavour to make decisions based on a best practices approach to consensus building.
 - (b) Decisions of the Committee shall be made by a properly assembled quorum which shall be three elected members of the City and three elected members of the County.
 - (c) The Committee shall have as its chief advisor the Administrator of the Consolidated Social Services of the City and the County. This position is more fully described in Clause 3(a) of this agreement.

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- (d) The Committee shall also have as resource personnel the Chief Administrative Officer for the City [hereinafter called "**the CAO**"] and the Coordinator/Clerk-Treasurer of the County [hereinafter called "**the CCT**"] and other staff as required from time to time; e.g., Managers of the Social Housing component, Human Resources Departments, the Treasury Department of the City and others, and representatives of the Provincial and Federal Governments.
- (e) The Chair shall be selected by the Committee and rotate between the City and the County annually. The Chair will have full voting privileges (one vote).

3. Administrator of Consolidated Social Services

Selection Process for Administrator

- 3a) The position of Administrator shall be openly and broadly advertised and the selection shall be based upon merit and human resources best practices. The candidate(s) for the position of Administrator of the consolidated Social Services [hereinafter called "**the Administrator**"] shall be recruited by the Consolidated Service Manager who hereby undertakes to consult in a meaningful manner with the Committee and to keep the Committee fully apprized in this matter.

Roles and Responsibility of the Administrator

- 3b) The Administrator shall:
 - i) ensure that the services provided meet the policies and standards established by the Province of Ontario and all other legislative requirements;
 - ii) manage and administer the consolidated services on a day-to-day basis within the service delivery area in keeping with the broad direction and goals as established by the Committee, as ratified by the County and approved by the Consolidated Service Manager;
 - iii) communicate with the Committee on effective approaches in delivery of services; on new opportunities for improvement and rationalization; and on the impact of demographic, health, legal, political, environmental, and economic trends and events that will influence the broad direction and goals of the Consolidated Social Services. This communication may be through reports, presentations, and other appropriate communication means.

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4. Role of the Consolidated Service Manager

The City shall be the Consolidated Service Manager and therefore will:

- i) provide administrative guidance to the Administrator consistent with this agreement, the broad direction and goals of the Committee, and the Implementation Plan;
- ii) provide accounting, payroll, and human resource expertise and service;
- iii) ensure the preparation of all bylaws and other documents and that they are consistent with all policies and legislation of the Province and the direction, goals, and practices of the Committee;
- iv) provide office accommodation for the Consolidated Social Services employees as required; and
- v) maintain and update as required the technical requirements and systems for the Consolidated Social Services.

5. Consolidated Social Services Operations

5a) It will be necessary that there be three phases as the development of a Consolidated Service proceeds. These will be:

- i) **Phase One:** Following the signing of this agreement, the development of the Implementation Plan will be completed by February 28, 1999.
- ii) **Phase Two:** The Consolidated Service Manager and the Administrator will ensure that there will be joint training and planning with all components of the Consolidated Social Services, including the inclusion of the additional employees required to deliver the sole support and temporary care assistance caseload that will be transferred from the Province.
- iii) **Phase Three (Child Care Services):** One supervisor shall be responsible for the Child Care components currently being provided within the geographic area of the City and County. Until all phases of the Child Care program is developed, the Consolidated Service Manager will continue to work closely with the Province and other service providers in the City and County to consolidate the balance of the programs; e.g., wage enhancement, resource centres, and resource teachers. The target date for inclusion of the child care program will be December 31, 1999, or earlier, subject to Provincial direction and guidelines. At all times, Child Care services will continue to work closely with the Ontario Works employees, other staff, and agencies who also work for the welfare of children.

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- (iv) **Phase Four** will see the social housing component consolidated within the Consolidated Social Services, and the target date for this is December 31, 1999 or as determined by the Province.

6. Satellite Offices

The satellite offices of the County at Alexandria, Chesterville, and Finch shall remain in their present locations unless mutually agreed by the Committee and the Councils of the City and the County.

7. Developing the Plan of Implementation (Phase One)

- 7a) In keeping with the principles of a partnership, cost, effectiveness, coordination, innovation, and effective strategic planning and economies of scale, a *Plan of Implementation* [hereinafter referred to as "**the Plan**"] shall be prepared. This Plan will include details of the phasing and organizational charts in keeping with each phase.
- 7b) The Plan will be prepared by the current department heads in keeping with their tradition of cooperation and collaboration. The Plan will also require the advice and cooperation of the Consolidated Social Services Committee, the CAO, the CCT, and other officials. The Plan will be presented to the Consolidated Social Services Committee for review subject to approval by the Area Office of the Ministry of Community and Social Services and shall comply with agreement, and generally with reference, to the principles as expressed in Appendix A of this agreement. It will then be presented to each Council to be concurrently adopted by bylaw.
- 7c) It is agreed that past positive working relationships and communication shall expedite the development of this Plan. It is also agreed there will be opportunities for adjustment built into the Plan as more is learned and innovation is suggested.
- 7d) It is also agreed that any reduction in staff for the purpose of efficiencies and cost saving shall be generally based on the principle of attrition, and all new hiring will be openly and broadly advertised. The selection(s) shall be based upon merit and human resource management best practices.

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8. Cost Sharing Formulae

The Cost Sharing Formulae shall be as follows:

- 8a) The City and the County will share the costs of the financial assistance and the administration of Ontario Works allowances and benefits to clients, based upon the actual number of the caseload of monthly Ontario Works recipients residing in each Municipality.
- 8b) The costs of all shared administration for the delivery of Ontario Works will be cost-shared on the monthly proportional share of Ontario Works caseload.
- 8c) Child care costs and costs of administration will, upon being consolidated, be shared based on the residency of the custodial parent or legal guardian and will be apportioned monthly.
- 8d) The current cost sharing of Social Housing will remain in place until such time as the administrative, delivery, and/or management responsibilities are determined by the Province. At that time, the cost-sharing formulae will be determined in accordance with the legislation.

The nature of the devolution of management responsibilities related to the administration of Social Housing to Municipal Government will be dependent on Provincial changes to policies and legislation.

- 8e) When and if the Ontario Disability Support Program (ODSP) becomes part of Consolidated Management delivery, the City and the County will share the costs of the shared administration and financial assistance in the ODSP, based upon the actual number of monthly recipients residing in each Municipality.

9. Dispute Resolution

In the event of any dispute regarding any matter arising out of this agreement, the Plan of Implementation or amendments hereto, the following shall apply:

STEP ONE: A dispute shall be referred initially to the Committee by the grieving party. Here a principled approach, with open and face-to-face communication and sharing of assumptions, interests, and understandings, should lead to a mutually beneficial solution to the dispute.

Facts may be presented verbally and/or in writing.

This approach should also reduce costs and lead to a fair, speedy, and enduring result.

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STEP TWO: If the dispute cannot be satisfactorily settled between the parties within twenty-one (21) calendar days following the presentation of the dispute before the Committee, the dispute shall be submitted in writing to a mediator, mutually agreed upon by the parties.

STEP THREE: If the parties cannot agree on a mediator or the dispute is not satisfactorily settled between the parties through mediation then:

1. If the dispute involves cost-sharing, it shall be submitted to the Provincial Municipal Service Management Arbitration System; or
 2. If it does not involve cost-sharing, it shall be submitted to the Ontario Municipal Board for its decision, by which the City and the County agree to be bound, under Clause (j) of Section 54 and other enabling provisions of the Ontario Municipal Board Act and any other applicable statute.
10. 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 or sent by regular or registered mail addressed, in the case of the County, to the Coordinator/Clerk-Treasurer, and in the case of the City, to the Chief Administrative Officer.
11. Neither party shall assign all or any portion of its rights or obligations under this agreement to a third party without the prior written consent of the other party.
12. If, at any time during the continuance of this agreement, the parties shall deem it necessary or advisable to make any alteration or addition to this agreement, 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 City of Cornwall and the United Counties of Stormont, Dundas, and Glengarry have hereunto affixed their respective corporate seals, attested by the hands of their respective officers as duly authorized:

SIGNED AND SEALED THIS 31st DAY OF MARCH 1999.

THE CORPORATION OF THE
CITY OF CORNWALL

PER: Brian Sylvestre

MAYOR

PER: [Signature]

CLERK

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

PER: Roger Cole

WARDEN

PER: [Signature]

CLERK

APPENDIX A

GUIDELINES:

The Plan of Implementation shall be in keeping with the principle of partnership as stated by the Ministry of Community and Social Services to the City and the County as follows:

"The Partnership means an agreed upon arrangement by which the United Counties are to participate with the City in overseeing the program and financial management of the delivery of these services, and provide a forum in which to raise and resolve conflict."

The following are intended to be guidelines that will ensure partnership while not jeopardizing the principles of efficiency and effectiveness expected from a consolidation of social services.

1. The Implementation of the Committee's broad directions and goals will be expedited through direct communication with the CAO of the City (copied to the CCT of the County) for advice on the preparation and presentation of administrative bylaws and other matters of a strictly administrative origin.
2. The Administrator will work closely with the Committee and the CAO and the Coordinator/Clerk-Treasurer to prepare the annual budget and five-year plan for the Consolidated Social Services and the implementing bylaws for presentation.
3. Through the CAO of the City, the Administrator will consult with the Manager of Finance of the City on the administration of cost-sharing arrangements between the Federal Government and the Province. The formulae for cost-sharing are described in Clause 4a) of this agreement.

It is anticipated that prudent planning, instructed by the principles of this agreement and the good will of the parties, will result in a consolidated social services system that will serve well the clients, public, and ratepayers of the City and the County for many years to come.