

CORPORATE REPORT

DEPARTMENT: Administration	REPORT NO. 2020.20CS
DATE PREPARED: April 2, 2020	MEETING DATE: April 3, 2020 NO. OF PAGES: 8 incl. attachment
SUBJECT: Request for Administrative Services from the Township of Conmee	

RECOMMENDATION

THAT with respect to Report 2020.21CS we recommend Council approve the Agreement attached to the Report to provide administrative services to the Township of Conmee;

AND THAT the necessary by-law be passed by Council for ratification

THAT Council issues Notices of Direction to administration to explore and negotiate (1) a long term purchase of service agreement between Oliver Paipoonge and Conmee for administrative services and (2) an amalgamation of Oliver Paipoonge and Conmee

PURPOSE

To provide assistance to the Township of Conmee to address an urgent situation

BACKGROUND

On April 1st Mayor Holland reached out to Mayor Kloosterhuis regarding a dire and immediate situation his municipality faces. Due to sick leave the Township has no office employees.

REPORT

After the Mayor talked with Mayor Holland she called me. I suggested we could do a purchase of service agreement to provide administrative services. After touching base with Kevin Green, I called Mayor Holland. I asked him to provide a letter with his request, as well as two other proposals he made regarding (1) a long-term purchase of service agreement negotiations and (2) amalgamation negotiations.

To assist I drafted a letter for Mayor Holland, drafted a purchase of service agreement by revising our recent police agreement and emailed them to him on April 1st. He revised the last paragraph of the letter and emailed it back signed yesterday. On the phone yesterday he said he had consulted with his councillors and they agreed with him that the agreement was satisfactory.

Getting administrative services set up will be challenging, e.g., learning Conmee's payroll system, meeting routines, etc., but I feel we have the capacity to do the work.

PREPARED BY:

Judy Jackson
for Wayne Hanchard, MBA, CA, CAO/Clerk



19 Holland Rd W. RR.#1
Kakabeka Falls, ON P0T 1W0
www.conmee.com

April 2, 2020

CONFIDENTIAL

Mayor and Council
Municipality of Oliver Paipoonge
3250 Hwy 130
Rosslyn ON P7K 0B1

Dear Mayor and Council,

On behalf of Council of the Township of Conmee I am making an urgent request for your assistance. Due to sick leave the Township has no office employees. Without administrative capacity we cannot hold Council meetings, process payroll, and do much else.

I feel the Township has no practical and immediate options other than to ask for your assistance. Your Municipality is our neighbour and is able to perform municipal administration.

I discussed the Township's dire situation with your Mayor first and then your CAO/Clerk. They advised they do not have the authority to provide assistance to the Township of Conmee and proposed I write a letter to you making this request.

In my conversations with your Mayor and CAO/Clerk I asked for these matters kept strictly confidential. Your CAO/Clerk assured me you could deal with these matters in closed session since they involve negotiations. Three items were identified in the conversations:

1. Enact a Purchase of Service Agreement in the short term to perform or assist with the provision of administrative activities to meet the Township's immediate and critical needs. Your CAO/Clerk prepared an agreement that will be presented to you in closed session. I have reviewed the agreement. I approve it and am confident Township Council will endorse it.
2. Enter into negotiations on a Purchase of Service Agreement in the long term to perform or assist with the provision of administrative activities to meet the Township's ongoing needs.
3. Enter into negotiations to explore the possibility of the amalgamation of Conmee and Oliver Paipoonge.



19 Holland Rd W. RR.#1
Kakabeka Falls, ON POT 1W0

www.conmee.com

While the latter two items are not pressing at this point, I would require an answer promptly with regard to the Purchase of Service Agreement.

Thank you for your consideration of this request.

Yours Truly,

A handwritten signature in blue ink that reads 'K. Holland'.

Kevin Holland
Mayor
Township of Conmee



AGREEMENT FOR ADMINISTRATIVE SERVICES

This Agreement made the _____ day of _____, 2020.

BETWEEN

The Corporation of the Municipality of Oliver Paipoonge
Hereinafter called the "Municipality"
OF THE FIRST PART

and

The Corporation of the Township of Conmee
Hereinafter called "Township"
OF THE SECOND PART

WHEREAS the Township has requested the Municipality to provide administrative services to the Township;

AND WHEREAS the Municipality is willing to provide administrative services to the Township;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the Municipality and Township agree as follows:

Term

1. This Agreement shall have a term of approximately six (6) months commencing upon execution by both parties of this Agreement until September 30, 2020.

Monetary Payment for Services

2. The Township will pay the cost of the services provided by the Municipality to the Township. Services will include employee time and any necessary supplies from the Municipality, mileage, etc. required to provide the services.

Services

3. The Municipality will provide services as follows:
 - a) The Municipality will provide administrative services including clerking, finance activities like payroll, payables, receivables, etc. that are requested by the Township;
 - b) Municipality Employees will sign confidentiality oaths before they gain access to Township records;
 - c) Municipality employees will not direct or supervise Township employees, but will provide advice to Township employees if requested by the Township;
 - d) The Municipality will strive to provide the services as much as possible from the Township office;
 - e) The Municipality must ensure its needs are met before providing services to the Township.

4. The Township will support the Municipality in its service provision as follows:
- a) The Township will make its office available to Municipality employees;
 - b) The Township will provide Municipality employees access to Township records and allow Municipality employees to use Township office equipment, supplies and computer systems;
 - c) The Township will provide orientation and background information to allow Municipality employees to provide services;
 - d) The Township will provide direction to Municipality employees regarding the services it wants performed;
 - e) The Township will strive to ensure the health and safety of Municipality employees while they are performing services at the Township office;
 - f) The Township will strive to schedule its service requirements to match the availability of Municipality employees.

Ownership

5. Notwithstanding any rule of the law or equity, the Municipality shall have no right, title, ownership or other interest in any work performed by its employees for the Township.

Relationship

6. Nothing herein creates an employment relationship between the Township and the employees of the Municipality providing services to the Township.

Liability, Indemnity and Insurance

7. The Municipality agrees to, and does hereby, save harmless and indemnify the Township in respect of any torts committed employees of the Municipality in the course of providing services to Township.
8. Each Party agrees to indemnify and save harmless the other from any and all manner of claims, damages, loss, costs and charges whatsoever occasioned to or suffered by, or imposed upon the other, either directly or indirectly, in consequence of or in connection with or arising out of this Agreement, including any renewal or extension thereof, but only if those claims, damages, loss, costs or charges are caused by or arise out of the willful misconduct, negligence or default of that Party, or the willful misconduct, negligence or default of those for whose acts that Party is in law responsible.
9. During the term of this Agreement each Party shall obtain and maintain in full force and effect:
- (a) Comprehensive general liability insurance. Coverage shall include but not be limited to bodily injury, personal injury, property damage, blanket contractual liability, non-owned automobile liability and contain a cross liability severability of insured clause.

- (b) Standard OAP 1 automobile liability insurance for all owned or leased vehicles as may be used under this Agreement.
- (c) Each of the coverages shall have limits of not less than ten million dollars (\$10,000,000.00) per occurrence or in the case of automobile per accident and shall be issued by insurance companies licensed to carry on business in the Province of Ontario.
- (d) The policies shall provide that such coverage may not be cancelled without 90 days' notice to the other party.
- (e) Each of the limits of liability as required hereunder shall be increased from time to time to such greater amount as shall be prudent having regard to inflation, prevailing risk factors, trends in damage awards and any other reasonably relevant factor so as to provide equivalent protection.
- (f) Upon request, each Party shall provide the other Party such evidence of its insurance as provided in or required under this Agreement. Each Party agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) that will in any way impair or invalidate the policies provided pursuant to Section 9 of this Agreement.
- (g) The insurance coverage shall in no manner discharge, restrict or limit the liabilities and obligations assumed by the Parties under this Agreement.

Liaison Committee

- 10. During the term of this Agreement either party may request that a Liaison Committee be established to discuss service topics and develop mutually acceptable strategies to address service concerns.

Early Termination

- 11. Either the Municipality or Township are entitled to terminate this Agreement early without penalty and without damage, upon giving notice of intention of such wish to terminate at least thirty (30) days prior to the termination date set out in the notice. During the notice period the Municipality is obligated to provide the services and the Township is obligated to pay for the services rendered as per this Agreement.
- 12. Notwithstanding the foregoing either party shall be responsible for and shall satisfy, provide and pay for any and all obligations, monies to be paid, and obligations to be satisfied up to the date specified in the notice of termination. Any obligations incurred up to the date of termination by either party that remain unsatisfied shall be satisfied after the termination date if they have not been satisfied within the unexpired term of the Agreement.

Governing Law

13. This Agreement shall at all times and in all respects be governed and construed in accordance with the laws of the Province of Ontario as they were at the date of execution of this Agreement by both Parties hereto.

Entire Agreement

14. This Agreement contains the entire agreement and understanding by and between the Township and the Municipality with respect to the subject matter, and no representations, promises, agreements or undertakings, written or oral, express or implied, not contained in this Agreement, shall be valid or binding unless the same is in writing and signed by the Party to be bound. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the Party against whom the waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at the time or shall be deemed a valid waiver of the provision at any other time.

Notice

15. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one Party of another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

(a) to the Party of the First Part at:

Municipality of Oliver Paipoonge
3250 Hwy 130
Rosslyn ON P7K 0B1

(b) to the Party of the Second Part at:

Township of Conmee
19 Holland Road West
RR#1
Kakabeka Falls ON P0T 1T0

or at such other address as may be given by any of them to the other in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof.

IN WITNESS WHEREOF the Parties hereto have caused their respective corporate seals to be affixed hereto attested under the hands of their respective proper Officers, duly authorized in that behalf.

THE CORPORATION OF THE MUNICIPALITY
OF OLIVER PAIPOONGE

Per:

Name: Lucy Kloosterhuis
Title: Mayor

Name: Wayne Hanchard
Title: Chief Administrative Officer/Clerk

Dated _____

THE CORPORATION OF THE TOWNSHIP OF
CONMEE

Per:

Name: Kevin Holland
Title: Mayor

Name:
Title:

Dated _____