

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE BLUE MOUNTAINS ATTAINABLE HOUSING CORPORATION

(hereinafter referred to as the "BMAHC")

-and-

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

(hereinafter referred to as the "Town")

WHEREAS the Town is The Corporation of the Town of The Blue Mountains, incorporated pursuant to the provisions of the Municipal Act, 2001, S.O., 2002, c.25 as amended;

AND WHEREAS the BMAHC is The Blue Mountains Attainable Housing Corporation that has been established as an Ontario corporation without share capital on September 04, 2013;

AND WHEREAS the Town employs staff who have expertise in Human Resources, Finance, Communications and Information Technology Insurance and Risk Management, Marketing and Communications, Corporate Training, Legal, and Planning and Development;

AND WHEREAS the BMAHC and the Town are committed to cost-effective delivery of services, avoiding unnecessary duplication and costs, and minimizing the impact of support services on ratepayers;

AND WHEREAS it is important to the BMAHC that specific expertise in certain administrative functions be utilized to benefit the BMAHC;

AND WHEREAS BMAHC and the Town both wish to enter into an Agreement (the "Agreement") to provide certain services and support the Town is prepared to provide to BMAHC;

NOW THEREFORE BMAHC and Town hereby state as follows:

- 1) President refers to the President of the BMAHC.
- 2) The Board refers to the Directors of the BMAHC.
- 3) The ED refers to the Executive Director of the BMAHC.
- 4) CAO refers to the Chief Administrative Officer for the Town.
- 5) The BMAHC and the Town hereby acknowledge:
 - a) The BMAHC is a separate and independent corporate entity of the Town with independent corporate status from the Town and has been established by the Town to provide attainable housing and related services in the Town.
 - b) The Town is an independent entity separate from the BMAHC and provides municipal services to the residents of the Town pursuant to the provisions of the Municipal Act, 2001 and related legislation as amended from time to time.
 - c) The BMAHC has its own Business Plan and stated Mission, Vision and Values.
 - d) An annual statement of activities and budget of the BMAHC are presented to Council for information only.
- 6) The objective of this Agreement is to set forth the roles and responsibilities with regard to services to be provided by Town staff for certain services that may be required by BMAHC as outlined in the Schedules attached hereto.
- 7) Acknowledgement of Distinct Roles and Relationships:

- a) The ED has been hired under contract by the BMAHC reports directly to the Board of the BMAHC.
 - b) The CAO and ED will meet at mutually agreeable intervals to discuss issues of joint concern.
 - c) While it is understood that the ED or Board members do not have the authority to direct Town Staff, it is agreed that the ED may directly approach Town Directors and Managers for assistance and support as necessary to coordinate those services identified in the Schedules.
 - d) Notwithstanding 6 c) the Town agrees to make best efforts to deliver the same level of responsiveness, quality and timeliness of services to BMAHC as is exercised by the Town with respect to these services.
- 8) The BMAHC and the Town commit to share and collaborate with regard to programs and services, in order to minimize duplications and schedule conflicts, and to maximize opportunities that may be helpful to either or both parties.
 - 9) The Town and BMAHC agree on the provision of services that are listed in this Agreement and more particularly described in the schedules attached hereto.
 - Schedule A: Human Resources Support
 - Schedule B: Financial Services Support
 - Schedule C: Information Technology Support
 - Schedule D: Insurance and Risk Management Support
 - Schedule E: Marketing and Communication Support
 - Schedule F: Corporate Training Support
 - Schedule G: Legal Services Support
 - Schedule H: Planning and Development Support
 - 10) BMAHC and the Town acknowledge that the Town can provide those staff services as set out in the Schedules attached hereto within existing Town staff and equipment at no cost to the BMAHC.
 - 11) The parties agree that no costs will be charged to BMAHC, unless the cost has been approved in writing by BMAHC prior to any expenditure by the Town.
 - 12) Town will deliver to BMAHC tracking of staff time for support services provided on an annual basis on the anniversary of this Agreement to adjust the appropriate services respectively.
 - 13) BMAHC and the Town acknowledge and agree that the terms and provisions of this Agreement apply only to the services set out in the Schedules attached hereto and do not apply to any other agreements or arrangements that may exist from time to time between the Town and BMAHC, unless such other agreements are stated in writing to be subject to the terms and provisions of this Agreement.
 - 14) BMAHC and CAO will identify alignment of, or differentiation between, Town and BMAHC policies and services.
 - 15) Where external goods or services contracts are being considered by either organization, the ED and CAO will extend or make assignable Fee-for-Service contracts or agreements to improve efficiency and reduce costs of services for both organizations.

- 16) Upon execution of this Agreement by BMAHC and the Town, staff on behalf of the BMAHC and the Town respectively will adopt the services identified in the schedules forthwith.
- 17) If at any time during the term of this Agreement either party deems it necessary or expedient to make any alteration or addition to this Agreement, they will give written notice of the proposed amendment to the other party. Following agreement of execution of the amendment it will become an addendum and form part of this Agreement.
- 18) BMAHC shall indemnify and hold harmless the Town and any elected officials, employees and contractors of the Town, from and against any and all lawsuits, claims, losses, liabilities or damages (including reasonable legal fees and other related expenses) howsoever arising from or in connection with the performance of the Town’s obligations under this Agreement, provided, however, that BMAHC’s obligation under this Section shall be reduced to the extent that the lawsuit, claim, loss, liability or damage experienced by the Town, is caused by or is otherwise directly related to the Town’s own willful misfeasance, bad faith, or negligence, or to the reckless disregard of its duties under this Agreement.
- 19) Any matters in dispute between the parties in relation to this Agreement may be referred by either party to a committee to be struck including two members of Council, two Directors of the BMAHC who are not also Councilors, and the CAO and ED. This committee will be tasked with determining a process of dispute resolution which may include third party mediation.
- 20) The BMAHC and the Town hereby agree that either party to this Agreement may terminate the Agreement upon providing to the other party no less than three (3) months written notice of its intention to do so.
- 21) The BMAHC and the Town hereby agree that this Agreement will come into effect on the first day of September 22, 2020 and will continue until such time as either party terminates this Agreement in accordance with the provisions of paragraph 17.
- 22) Any notice or other communication to be given in connection with this Agreement will be given in writing by the ED and the CAO.

This AGREEMENT is hereby executed

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

Council Resolution

Mayor, Alar Soever

Town Clerk, Corrina Giles

THE BLUE MOUNTAINS ATTAINABLE HOUSING CORPORATION

BMAHC Resolution

BMAHC President

BMAHC Secretary

SCHEDULE "A"

HUMAN RESOURCES SUPPORT

- 1) The Town Human Resources (HR) will provide advice and support to BMAHC upon request. HR advice and support are non-binding, and all decisions will continue to be made by the BMAHC. Advice will be on procedural inquiries and will not be a legal opinion.
- 2) If BMAHC requests advice and support from the HR Division, the ED, President or Board must sign off on the estimated charge before work is commenced. Examples of external HR services include but are not limited to legal advice, mediation, or workplace investigations.
- 3) BMAHC will adhere to the Employment Standards Act and to all other relevant Acts and will align its own policies with those.
- 4) The Town will provide to employees of the BMAHC any Health and Safety training that is provided for Town employees of similar job classifications or grades on a per person fee in accordance to the Towns typical billing of Town staff training.
- 5) BMAHC will ensure compliance with current Health and Safety legislation and be responsible for providing its own forms for inspections, incident and accident reports.
- 6) BMAHC is responsible for registration, all reporting, payments and claims management with the Workplace Safety and Insurance Board for any contract entities, staff and/or volunteers.
- 7) BMAHC will be responsible for providing payroll services including statutory deductions for any contract entities or staff.
- 8) Performance Appraisals for the ED and other staff or contractors will be the responsibility of the BMAHC.
- 9) BMAHC will advertise job postings on any job board deemed relevant. The HR Division will assist the ED, when requested, by listing postings and releases of information on the Town online portal. Posting will be completed by BMAHC and the Town HR Division will collect and provide responses to the BMAHC.
- 10) Discipline and termination of the ED and other contract entities and/or staff is the sole responsibility of the BMAHC.

SCHEDULE "B"

FINANCIAL SERVICES SUPPORT

- 1) BMAHC will maintain a bank account in the name of The Blue Mountains Attainable Housing Corporation. The Treasurer will receive and account for all of the BMAHC's money, and deposit all money received on the BMAHC's behalf (including provincial, federal, self-generated revenue) into the BMAHC's bank account.
- 2) BMAHC will be responsible for the preparation and reporting of its own financial statement and budgets. Advice from the Town may be sought as needed.
- 3) BMAHC will approve its own policy for the procurement of goods and services that will be used whenever the BMAHC is procuring goods or services independent of the Town.
- 4) BMAHC may conduct its own procurement for goods or services, specific to the functions of the BMAHC, or may request that the Town assist with any procurement process.
- 5) The ED will work in coordination with the Town's budget planning process to provide information as required to assist the Town in providing a consolidated budget to Council.
- 6) BMAHC will provide yearly audited financial statements to the Town in accordance with its by-laws.
- 7) The BMAHC will have access to any Town procurement discounts and buying rates. As per Vendor requirements, the BMAHC may be required to make requisitions through the Town or under its own account.

SCHEDULE "C"

INFORMATION TECHNOLOGY SUPPORT

- 1) The Town will provide to the BMAHC:
 - a) All IT equipment and infrastructure provided by the Town for use by BMAHC, including servers, phone system, computers, smartphones, corporate software and printers are the property of the Town and BMAHC Directors and ED are provided access for BMAHC use.
 - b) The BMAHC will accept all Town IT policies as they relate to the use of the Town's corporate IT equipment and infrastructure connected to the Town's corporate drive.
 - c) All BMAHC Directors and ED will be required to sign POL.COR.12.13 IT Infrastructure Acceptable Use Policy
 - d) All software and hardware support for BMAHC employee users of Town technology.
 - e) Support during Town business hours, Monday to Friday 8:30 a.m. to 4:30 p.m., excluding Town statutory holidays. No emergency after-hour support is provided to any department. The Help Desk should be notified after hours, in order to minimize downtime when Town staff return to work.
 - f) Help Desk service tickets are handled on a priority basis throughout the entire Town. The BMAHC tickets will be handled at the same priority level as for Town departments.
 - g) Usernames and passwords will be created for BMAHC Board and ED, and email will be archived for outgoing users. BMAHC users will be provided with a FileCloud intranet account which will allow access to this service of the Town.
 - h) Support and general maintenance of staff and public networks of the BMAHC. Any secondary devices or acquisitions acquired by the BMAHC, as well as all equipment on the public network will be the responsibility of the BMAHC to maintain and service.
 - i) Training for BMAHC in the use of Town email and Town FileCloud corporate standard software. This will be completed by Town IT staff and may include a train the trainer model of in-serving a member or small group of BMAHC Directors.
 - j) The management of software licenses for software purchased by the Town IT. The BMAHC will adhere to all licensing agreements for any software products that the Town provides. The BMAHC ED will have an opportunity to review and provide feedback with regards to any large-scale procurement in order to assure that general BMAHC use needs will be met within the requirement of these agreements.
 - k) MFIPPA Freedom of Information file and email searches, according to the terms of the POL.COR.12.13 IT Infrastructure Acceptable Use Policy, as required.
- 2) The BMAHC will be responsible for providing the following IT services without support of the Town:
 - a) Software support for BMAHC business systems.

- b) BMAHC web site design and support.
- c) BMAHC social media account support.
- d) Support for devices and software that are not part of the Town's corporate standard.
- e) Support for devices purchased by the BMAHC which are not provided to the BMAHC by the Town.

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SCHEDULE "D"

INSURANCE AND RISK MANAGEMENT SUPPORT

- 1) BMAHC will not knowingly place the Corporation under any undue risk.
- 2) The ED or Board will prepare and maintain an asset management plan for the facilities and holdings and will review and revise the plan annually with the ED to ensure adequate insurance is in place.
- 3) BMAHC will retain appropriate insurance coverage for BMAHC facilities, and contents including furnishing, capital equipment, and other holdings. Insurance coverage will also include the appropriate insurance for BMAHC and all officers of the BMAHC, including the ED for liability, indemnification, and Errors and Omissions insurance.

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SCHEDULE "E"

MARKETING AND COMMUNICATIONS SUPPORT

- 1) BMAHC may utilize Town advertising rates. The BMAHC will be included in Town marketing/communications and other contracted fee for service agreements.
- 2) The Town will assist BMAHC in communications regarding events and programs on the Town website, social media, public engagement platform, in the Town's E-Blasts, and on any no-cost communication methods incorporated by the Town.
- 3) The Town and BMAHC websites will not duplicate content on each other's websites. The two websites will include reciprocal links to each other's websites/content.
- 4) BMAHC is responsible for managing its marketing materials and any costs associated with marketing, advertising or communication.
- 5) The BMAHC Board and ED may consult with the CAO, or designate, for recommendations on media communications.
- 6) The ED will inform the CAO or designate of any changes to BMAHC services, staffing or BMAHC/Committee members, or any other information which is promoted on the Town's website.
- 7) BMAHC are to use their own graphics and logo for the purposes of corporate marketing and communications.

SCHEDULE “F”

CORPORATE TRAINING SUPPORT

- 1) The Town will provide all legally required training to the ED and BMAHC Board as appropriate not less than once in every four-year term of office following the appointment of the new BMAHC Board. This will include topics to be determined as a modified training of Council (such as Robert’s Rules, MFIPPA, AODA Customer Service Training as it related to policy approval, etc.) and occur in consultation with the ED and CAO.
- 2) The Town will include the BMAHC in any of the Town’s committee education workshops.
- 3) BMAHC will be responsible for budgeting and administering any costs associated with BMAHC specific training, or any training which the Town is not offering to Town staff at the time it is required by the BMAHC.

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SCHEDULE "G"

LEGAL SERVICES SUPPORT

- 1) The BMAHC will engage external independent legal services to serve as their legal counsel for corporate, governance, construction and infrastructure, property and real estate, contract, residential and commercial tenancy matters.
- 2) BMAHC Board will have access to the same legal services provided by the Town as to other committees of Council except for Integrity Commissioner services. The BMAHC is responsible for retaining the services of an Integrity Commissioner.
- 3) The parties agree that no costs will be charged to the BMAHC, unless the cost has been approved in writing by the BMAHC prior to any expenditure by the Town.
- 4) Should the BMAHC need legal services to pursue any legal action, the BMAHC will engage independent legal advice to avoid the potential community perception of a conflict of interest with the Town's Counsel providing legal support to the BMAHC.

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SCHEDULE "H"

PLANNING AND DEVELOPMENT SUPPORT

- 1) The Town is responsible for the review and assessment of long term uses of Town-owned properties. From time to time recommendations for long term use options for Town-owned properties that are deemed surplus by the municipality will be identified to BMAHC for consideration.
- 2) For Town-owned properties deemed surplus, the Town will provide informational support for site due diligence, pre-development activities and for the preparation of Pre-Consultation with the Town's Development Review Committee by providing information that may already exist for the site, including but not limited to the following:
 - Surveys and maps
 - Technical Reports such as Traffic Impact Studies, Environmental Impact Statement(s), Environmental Site Assessments, etc.
 - Technical information such as as-built drawings, water/storm and wastewater modelling, traffic counts, etc.
- 3) BMAHC is responsible to undertake a Property Inquiry Consultation with the Town as coordinated by the Town's Planning and Development Services Department (PDS) for all properties that it may have an interest in, including Town-owned properties. This Property Inquiry Consultation will help the BMAHC assess the requirements and processes that may be associated with developing a Town-owned property declared surplus by Council.
- 4) BMAHC is responsible to determine project feasibility of any such identified Town-owned site for attainable housing purposes and identify the proposed uses, density and built form it desires to develop and to undertake a formal Pre-Consultation process with the Town. The Pre-Consultation will confirm the technical and supporting information required to pursue any necessary planning approvals.
- 5) The roles of professional planning opinion and planning services related to *Planning Act* applications and/or processes applications will be determined on a property-by-property basis at the time a Town-owned surplus property is deemed of interest by BMAHC and following a Property Inquiry Consultation on said property.
- 6) The responsibility for the procurement and cost of predevelopment studies, assessments and reports required to support any *Planning Act* applications and/or processes associated with Town-owned surplus properties will be determined on a property-by-property basis at the time a Town-owned surplus property is deemed of interest by BMAHC and following a formal Pre-Consultation on said property.
- 7) For non-Town-owned lands, BMAHC is responsible for the procurement and cost of predevelopment studies, assessments, reports and professional services (including land use planning) required to support any *Planning Act* applications and/or processes.
- 8) BMAHC is to provide material and personnel support and to actively participate in Public Open Houses, statutory Public Meetings, or other public engagement forums for the purposes of seeking planning approvals.
- 9) Where a *Planning Act* application to facilitate an attainable housing development is appealed to the Local Planning Appeals Tribunal, the BMAHC is responsible to jointly defend the Town's decision in support of an attainable housing proposal at any LPAT hearing.

SCHEDULE "I"

ADMINISTRATIVE ASSISTANT SUPPORT

- 1) The BMAHC has elected to follow the Town's Procedural By-law to conduct its meetings. Recognizing this specific area of expertise, the Town will provide a Administrative Assistant support to assist BMAHC with the scheduling, preparation of agendas, and minute taking at the Regular, Special, Members, and Annual General Board meetings.
- 2) The Administrative Assistant is responsible for scheduling, coordination, provision of notice, and agenda preparation and taking of all meeting minutes in consultation with the ED, Chair, and Treasurer to ensure that public notification and all procedural requirements are met for the Corporation's Annual General Meeting.
- 3) The ED is responsible to provide to the Administrative Assistant all matters for inclusion for agenda preparations that ensures compliance with the Towns notification process and the Towns Procedural By-law.
- 4) The Chair and ED will be provided with the draft agenda for final approval and provide direction to release and circulate the agenda package as required.
- 5) Matters for inclusion on the agenda shall be provided in an accessible format where possible.
- 6) The Administrative Assistant will prepare and distribute agenda packages, support the Chair of the Board with procedural questions and drafting resolutions arising during the Board meetings, liaise with the Town's video recording vendor to publish meeting videos, and provide draft minutes for review by the ED and Chair.
- 7) The Administrative Assistant will post the BMAHC Board agendas, videos and minutes to the BMAHC website in a timely manner with a reciprocal link to the Town BMAHC website. BMAHC will provide training to the Administrative Assistant on web posting procedures.
- 8) The ED will prepare advertisements for the Administrative Assistant and will arrange advertising of Board vacancies and public positions and collection of applications.
- 9) The Administrative Assistant will receive and acknowledge Board correspondence for inclusion and review at Board meetings then file appropriately. The ED or their designate will follow-up with respondents following the meeting to advise of any decision or resolution by the Board.
- 10) The Administrative Assistant will work with the ED to maintain up to date record keeping.