



GENERAL GOVERNMENT SERVICES COMMITTEE AGENDA

Wednesday, June 28, 2017, 4:00 p.m.
55 Zina Street, Orangeville – Sutton Room (2nd Floor)

Declarations of Pecuniary Interest by Members

PUBLIC QUESTION PERIOD

Members of the public will be provided an opportunity to ask questions of the Committee during this time. (Limited to 10 minutes)

REPORTS

1. GENERAL GOVERNMENT SERVICES – June 28, 2017– ITEM #1
2016 Health and Safety Review

A report by the Human Resources Manager, dated June 28, 2017, to provide an update of the Health and Safety activities for 2016 and an overview of initiatives for the current year.

Recommendation:

THAT the report of the Human Resources Manager dated June 28, 2017, regarding the 2016 Health and Safety Review, be received.

2. GENERAL GOVERNMENT SERVICES – June 28, 2017– ITEM #2
2017 Procurement Policy Update

A report by the Treasurer, dated June 28, 2017, to present for approval an update of the County's policies for Procurement and Disposal of Assets.

Recommendation:

THAT the Report, 2017 Procurement Policy Update, from the Treasurer, dated June 28, 2017, be received;

AND THAT the draft By-law "To Establish Policies for the Procurement of Goods and Services" be presented to County Council for adoption;

AND THAT the Policy for Disposal of Assets be approved.

3. GENERAL GOVERNMENT SERVICES – June 28, 2017– ITEM #3
Tax Assistance Policy for 2017

A report by the Treasurer, dated June 28, 2017, to confirm the policies for 2017 property tax assistance programs.

Recommendation:

THAT the Report, Tax Assistance for 2017, from the Treasurer, dated June 28, 2017, be received;

AND THAT the eligibility threshold for tax assistance be kept constant, namely any tax increases above \$50.00, for 2017;

AND THAT the Tax Assistance Bylaw for Low-Income Seniors be presented to County Council in July.

4. GENERAL GOVERNMENT SERVICES – June 28, 2017– ITEM #4
Response to Provincial Regulation 013-0551

A report by the Treasurer, dated June 28, 2017, to suggest making a formal response to the Province, within the time limits set, from the County of Dufferin, regarding the proposed Regulation on asset management planning.

Recommendation:

THAT the Report, Response to Provincial Regulation 013-0551, dated June 28, 2017, be received;

AND THAT the points raised in the Report be submitted, on behalf of Dufferin County, to the Province by the Comment Period deadline of July 24, 2017.

5. GENERAL GOVERNMENT SERVICES – June 28, 2017– ITEM #5
New Website Project

A report by the Clerk/Director of Corporate Services, dated June 28, 2017, to seek permission to move ahead with a new County website.

Recommendation:

THAT the report of the Director of Corporate Services, Clerk dated June 28, 2017, regarding the New Website Project, be received;

AND THAT staff be directed to commence a Request for Proposal process for a new County of Dufferin website;

AND THAT funds for the project be taken from the Rate Stabilization Reserve.

**6. GENERAL GOVERNMENT SERVICES – June 28, 2017– ITEM #6
IIMC Conference Attendance – May 21 to May 24, 2017**

A report by the Clerk/Director of Corporate Services, dated June 28, 2017, to provide information about staff's attendance at the recent IIMC (International Institute of Municipal Clerks) conference in Montreal.

Recommendation

THAT the report dated June 28, 2017, from the Clerk/Director of Corporate Services regarding IIMC Conference Attendance –May 21 to 24, 2017, be received.

**7. GENERAL GOVERNMENT SERVICES – June 28, 2017– ITEM #7
Mutual Assistance Agreement – Town of Caledon**

A report by the Clerk/Director of Corporate Services, dated June 28, 2017, to request that Council authorize staff to enter into a Mutual Assistance Agreement with the Town of Caledon in relation to municipal emergency response and recovery.

Recommendation:

THAT the report of Pam Hillock, Director of Corporate Services/Clerk dated June 28, 2017, Mutual Assistance Agreement – Town of Caledon be received;

THAT the Mutual Assistance Agreement with the Town of Caledon, in a form substantially attached hereto, be approved;

AND THAT the necessary by-law be enacted.

Next Meeting: August 23, 2017 at 4:00 p.m.
Sutton Room, 55 Zina Street, Orangeville



REPORT TO COMMITTEE

To: Chair McGhee and Members of General Government Services Committee

From: Cheri French, Human Resources Manager

Meeting Date: June 28, 2017

Subject: **2016 Health and Safety Review**

In Support of Strategic Plan Priorities and Objectives:

Communication and Connections: 2.2 Foster two way communication with lower tiers and neighbouring municipalities, 2.4 Promote internal communications
Service Excellence: 4.4 Promote organizational excellence and innovation and celebrate success.

Purpose

The purpose of this report is to provide an update of the Health and Safety activities for 2016 and an overview of initiatives for the current year.

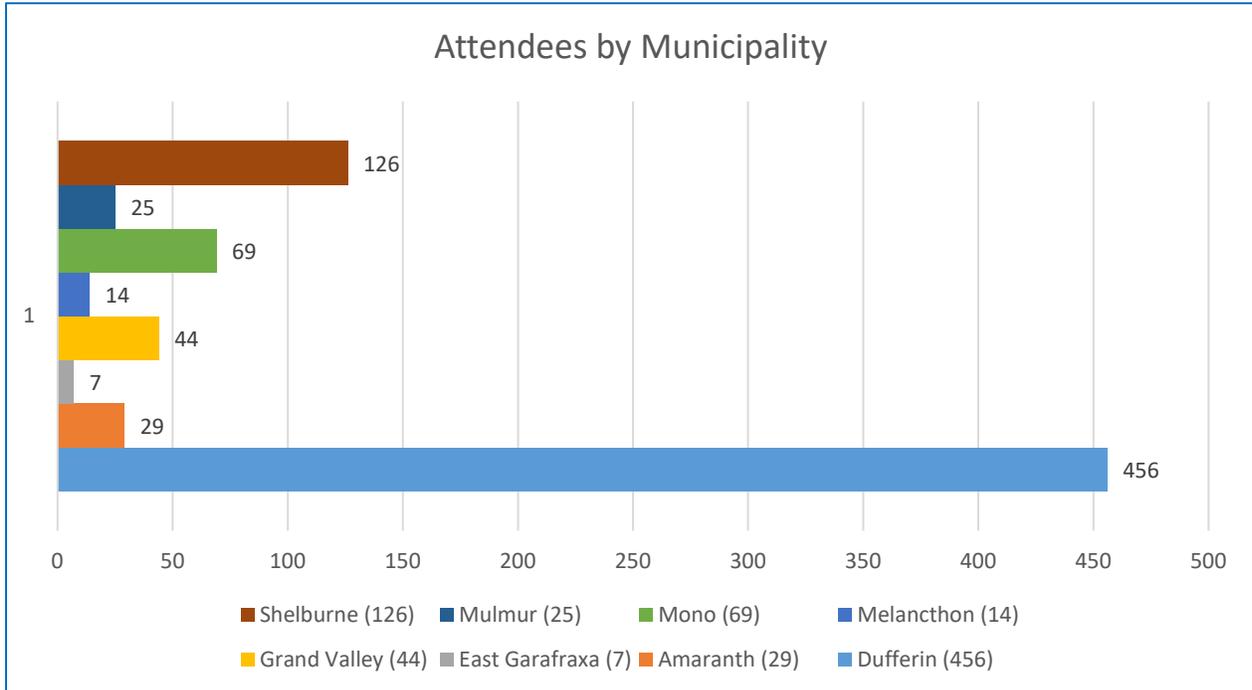
Background & Discussion

In an effort to keep Council aware of the initiatives being taken by the County in terms of Health and Safety, this report will summarize training, Joint Health and Safety Committee activities, incidents and injuries, and special projects that took place in 2016. In addition, it will outline objectives for 2017.

Training

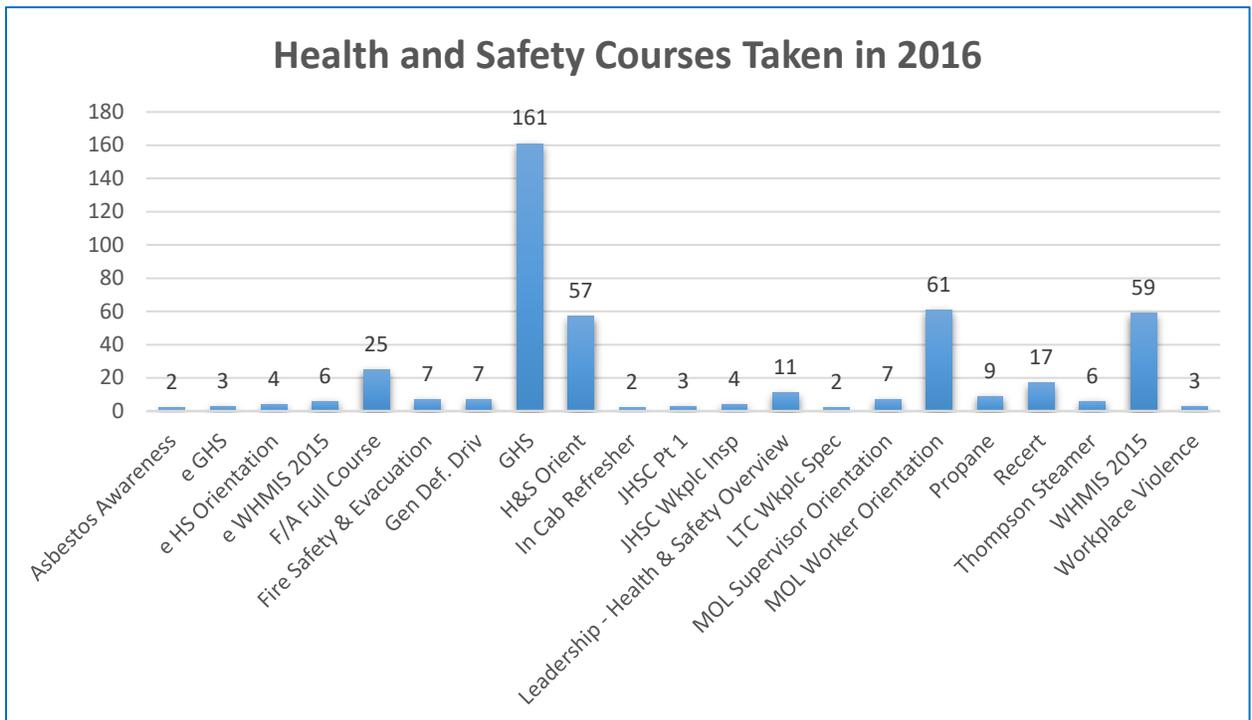
In 2016, 770 County and Municipal staff received training related to workplace safety through the Health and Safety office. As a comparator, there were 629 staff having received training in 2015, and 693 in 2014. Individual Municipal training records are available on the Health and Safety site.

Training Completed in 2016 Broken down by Municipality



Dufferin Training Broken Down by Course

Of the total number of staff that received training in 2016, 456 were County staff.



Joint Health and Safety Committees

The Health and Safety Advisor attends all Joint Health and Safety Committee meetings. The County has two separate committees, one focusing on Dufferin Oaks, and the other, a multi-site committee, focusing on all remaining County workplaces. Both committees have put an effort into maintaining the workplace inspection program for their respective workplaces.

County Multi-Site Committee

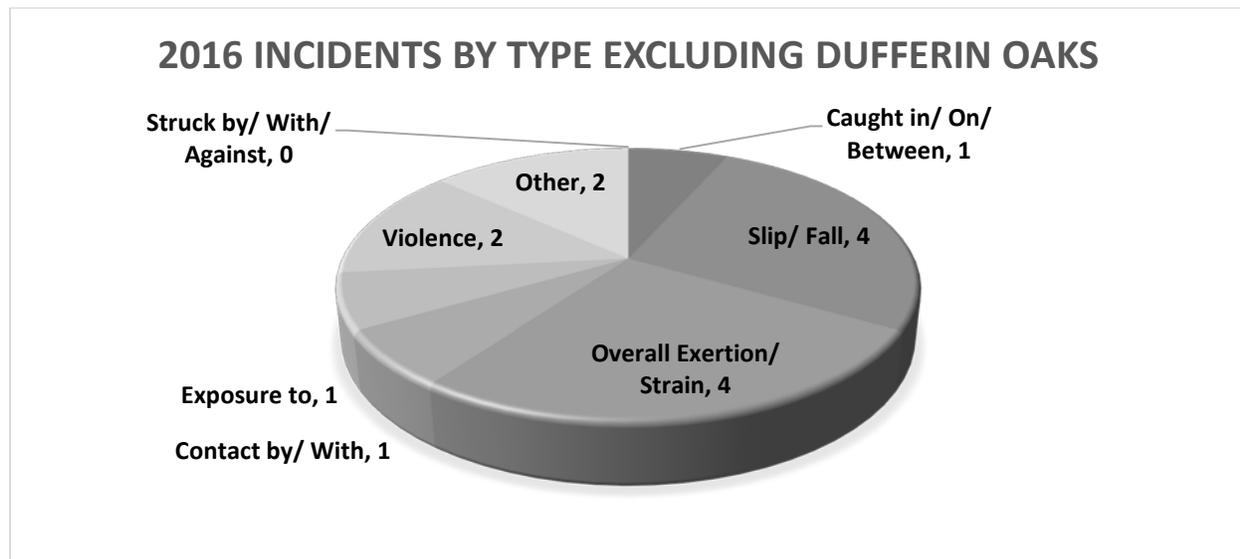
Workplace inspections were conducted monthly, as required by the Occupational Health and Safety Act. In 2016 the multi-site committee completed 58 inspections, with 25 hazards noted. There are no outstanding hazards from 2016.

Dufferin Oaks

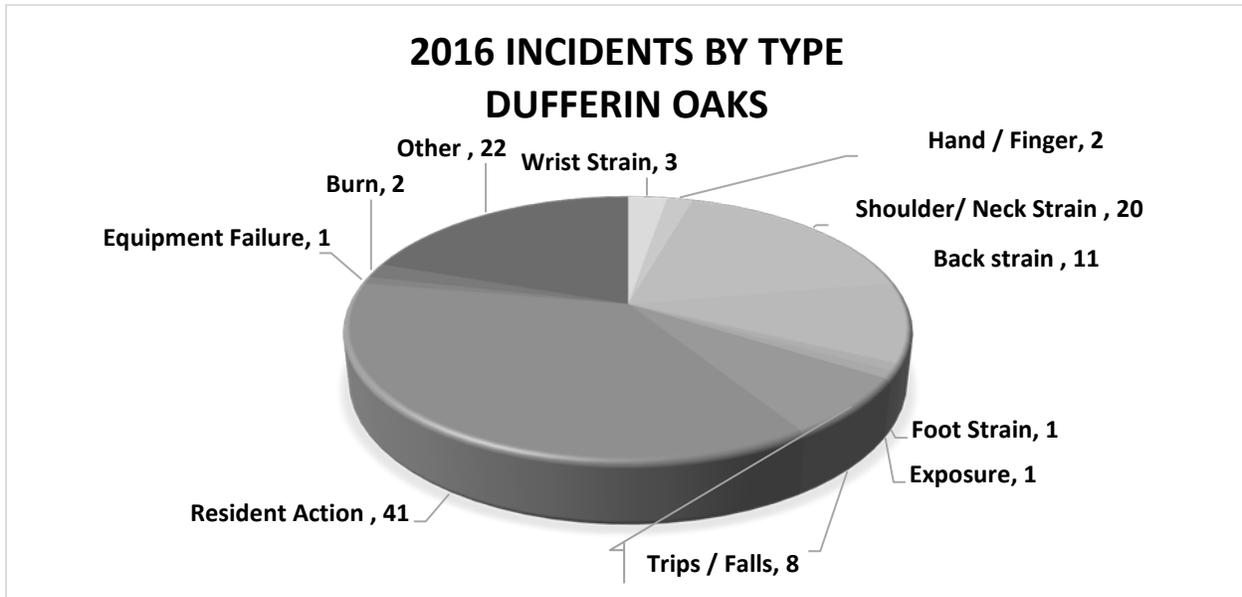
Dufferin Oaks Joint Health and Safety Committee completed 11 out of 12 scheduled workplace inspections in 2016. From those inspections, 134 concerns were noted, with 16 outstanding issues at the end of 2016. Of the 16 outstanding issues, 12 are being addressed in 2017, with 4 issues remaining with senior management for future capital budget consideration.

Incidents and Injuries

There were 128 incidents reported to the health and safety office in 2016 County-wide, compared to 119 in 2015. Of those 128 incidents, 112 of them occurred in Long Term Care, and 15 occurred in the remaining County departments. The charts below, show a breakdown of the different types of incidents that were reported in 2016. It is important to show the separate trends identified in both Long Term Care, and other Municipal departments as they vary due to the nature of the work and the associated hazards.



In Municipal departments, the most frequently reported incidents were slip and fall incidents, and overall exertion/ strain.



The most frequently reported type of incident in Long Term Care involved injuries due to 'resident action'. Resident action incidents occur when a resident injures a worker by (for example) grabbing, pinching, punching, scratching staff.

Legislative Updates

Bill 132 Sexual Violence and Harassment Action Plan Act

Bill 132 received Royal Assent on March 8, 2016, and the changes to the Occupational Health and Safety Act came into force September 8, 2016. The amendments to the Occupational Health and Safety Act include additional responsibility for employers with respect to workplace harassment and sexual harassment. Workplace Violence and Harassment policies were amended to be in-line with legislative requirements.

2016 Achievements

The following is a list of some of the notable achievements by the County and Member Municipalities with respect to the Health and Safety program in 2016:

- Expanded the safety resource base with the creation of additional safety talks
- Completed 14 ergonomic assessments
- Globally Harmonized System (GHS) training rolled out to all staff
- North American Occupational Safety and Health (NAOSH) Week activities promotions – Daily tidbit!
- Electronic Material Safety Data Sheet/ Safety Data Sheet Management

- Updated Workplace Violence policy to be in-line with legislative requirements
- Offered low-organization wellness initiatives delivered by program 'site champions'
- 7 Lunch and learn sessions

2017 Goals

The following is a list of some of the current and planned initiatives to be undertaken by the County and Member Municipalities with respect to the Health and Safety program in 2017.

- Re-assess risk of workplace violence with specific focus on hazard of 'Working Alone'.
- Transition where possible to electronic only versions of safety information required to be accessible by staff
- Continue to offer low-org wellness initiatives that can be site-driven by a program site champion.
- Update Safety Data Sheets (SDS)
- Increase focus on mental health in the workplace
- Review and update County and Municipal Health and Safety Reference Manual

Financial, Staffing, Legal, or IT Considerations

There are no financial, staffing, or legal impacts resulting from this report.

Strategic Direction and County of Dufferin Principles

Reviewing and supporting health and safety and wellness initiatives ensures organizational obligations in meeting applicable legislation and promotes employee well-being. In addition it adheres to the County of Dufferin Principles:

1. We Manage Change – by responding proactively to legislative updates and Ministry of Labour initiatives.
2. We Deliver Quality Service – by providing timely and relevant training initiatives and by communicating in an open and non-judgemental manner with all levels of staff and management.
3. We Communicate – by providing information about activities and ensuring onsite bi-monthly site visits.
4. We Make Good Decisions – by researching legislative requirements and industry standards while ensuring policies and programs incorporate legislative changes and best practices.

Recommendation

THAT the report of the Human Resources Manager dated June 28, 2017, regarding the 2016 Health and Safety Review, be received.

Respectfully Submitted By:

Cheri French
Human Resources Manager

Prepared by:

Shara Bagnell
Health and Safety Advisor



REPORT TO COMMITTEE

To: Chair McGhee and Members of General Government Services Committee

From: Alan Selby, Treasurer

Meeting Date: Wednesday, June 28, 2017

Subject: 2017 Procurement Policy Update

In Support of Strategic Plan Priorities and Objectives:

Good Governance: Review and Update current policies and procedures 3.3.2

Purpose

The purpose of this report is to present for approval an update of the County's policies for Procurement and Disposal of Assets.

Background and Discussion

A Policy for the procurement of goods and services is mandatory, under section 270(1) of the Municipal Act. In 2012, the County adopted policy 3-8-1 for the Procurement and Disposal of Goods.

During the second half of 2015, Treasury staff began to review the current policy, and by late 2016 had developed a new policy. With the commitment to hire a Procurement Manager (the "Manager") approved in late 2016, the policy was set aside, so that it could be reviewed more closely by the Manager, once hired. The new policy was updated further, to include new developments and practices, and staff has taken this opportunity to separate, from the Procurement Policy, the related policy to be followed for the disposal of County assets. The updated versions were then reviewed by County staff and by the Senior Management Team, some amendments were added, and the proposed new versions of these policies are attached.

Financial, Staffing, Legal and IT Considerations

The Procurement Policy governs the procedures to follow, for the purchases of goods and services for use by the County of Dufferin. It is important to have clear procedures in place, to enable the County to demonstrate fairness to all those involved in the process, and to protect the County itself. The Policy lists the goals, objectives and principles for the procurement of goods and services.

Accompanying this core policy are guidelines for County staff, to assist them in carrying out the policy under each of the scenarios (written quotes, tenders, RFP's).

The second policy attached is for disposal of assets. The policy is intended to ensure fairness in the process of asset disposal, and to ensure the County realizes any residual value that it can, from any used asset that is to be disposed, rather than simply disposing of the asset and getting nothing in return. In some cases, there might still be some value, whether to other County divisions, or to external users in the marketplace.

Strategic Direction and County of Dufferin Principles

Procurement is an action in support of the strategic objective to improve County policies, practices and procedures. It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively addressing current best practices in the procurement of goods and services;
2. We Deliver Quality Service – by providing a variety of public services effectively and in a cost efficient manner;
3. We Communicate – by providing potential vendors with the data they need to participate in the procurement process, and by sharing the results of vendor bids with Council and the public through staff reports;
4. We Make Good Decisions – by thoroughly reviewing vendor submissions, to ensure the services they provide will meet the standards required by the County, before awarding contracts or purchasing goods.

Recommendation

THAT the Report, *2017 Procurement Policy Update*, from the Treasurer, dated June 28, 2017, be received;

AND THAT the draft By-law “To Establish Policies for the Procurement of Goods and Services” be presented to County Council for adoption;

AND THAT the Policy for Disposal of Assets be approved.

Respectfully Submitted by:

Alan Selby, CPA CGA
County Treasurer

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2017-

A BY-LAW TO ESTABLISH POLICIES FOR THE PROCUREMENT OF GOODS AND SERVICES AND TO REPEAL BY-LAW 2012-26.

WHEREAS Section 271 (1) of the Municipal Act, 2001, requires a municipality to adopt policies with respect to the procurement of goods and services;

WHEREAS the Council of the Corporation of the County of Dufferin, recognizing its responsibility for the effective utilization of all of its resources is desirous of codifying sound policies for the purpose of procuring goods and services in a manner congruent with its mandate to provide effective responsible government and efficient delivery of services to the residents of the County of Dufferin;

NOW THEREFORE the Council of the Corporation of the County of Dufferin enacts as follows:

PROCUREMENT MISSION

The Corporation of the County of Dufferin will maintain an open, competitive, transparent, fair and accountable process with respect to the procurement of goods and services and actively investigate new sources and methods of procurement for products and services to provide the most effective and efficient services while considering total cost of ownership.

DEFINITIONS AND INTERPRETATION

SECTION 1

Words and phrases used in the Procurement Policy for the County of Dufferin have the following meanings, unless expressly stated otherwise:

“Acquisition Method” means the process by which Goods or Services are procured.

“Approval Authority” means the authority to approve and award procurements, as well as any assignment or corporate change requests related to such procurements, up to the procurement values for the respective body or person(s) set out in Policy # 2 - Approval Authority.

“Approved Products Listing” means the listing of approved Goods for use as maintained by the County’s Standards and Approved Products Committee.

“Authorized Delegate” means the person to whom an Approval Authority has been delegated by Council and includes any other person further sub-delegated such Approval Authority in accordance with the Procurement Policy. An Authorized Delegate includes a

person authorized to act on their behalf temporarily.

“Bid” means an offer or submission from a vendor in response to a Request for Quotations, Request for Tenders, Request for Proposals, Request for Rostered Candidates or Request for Prequalification issued by the County.

“Centralized Procurement” refers to the activities conducted by the Treasury Department, which facilitates the purchase of all Goods and/or Services in accordance with the requirements of the Procurement Policy.

“Chief Administrative Officer” means the Chief Administrative Officer for the County of Dufferin or his/her designate.

“Clerk” means the Clerk of the Corporation County of Dufferin or his/her designate.

“Consulting and Professional Services” means services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance.

“Contract” means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction.

“Cooperative Procurement” means coordination of County purchases with purchases of other government bodies, public authorities, conservation authorities, municipalities, academia, schools and hospitals and not-for-profit organizations.

“Council” means the Council of the County of Dufferin.

“County” means the Corporation of the County of Dufferin.

“County Contracts” means all of the Contracts for goods or services to which the County is currently a party.

“Department” means the County department initiating the acquisition of the Goods and/or Services.

“Department Head” means a Senior Manager of the Corporation of the County of Dufferin in charge of a Department or his/her designate.

“Department Signing List” means the list of people in a Department who have been designated by the Chief Administrative Officer or Department Head as authorized to approve financial transactions on accounts attributed to the Department.

“Emergency” has the meaning given to that term in Policy #10.

“Energy Commodities” means electricity, Green Power, natural gas, methane and all other petroleum based fuel products such as: diesel, bio-diesel, unleaded, fuel oil, propane and any other bulk commodity primarily used by the County for the purpose of heating and cooling of buildings and other structures, electricity generation, cogeneration and the fuelling of County fleets,

“Goods” includes supplies, equipment, materials, products, furniture, structures and fixtures to be delivered, installed or constructed.

“Joint Venture” means an association of two or more persons who combine their expertise and resources in a single joint business enterprise to qualify, bid, and perform the Contract. Joint Ventures, sometimes referred to as a consortium, may take the form of a partnership or special purpose vehicle.

“Legislation” means all applicable laws, regulations, by-laws, policies and trade treaties/agreements.

“Low Dollar Value Procurements” means the process of procuring Goods and/or Services with an estimated annual procurement cost of up to but not including \$10,000.

“Lowest Compliant Bid” means the Bid with the lowest price meeting all requirements of a RFQ, RFP or RFT, subject to any rights or privileges reserved by the County contained in the respective procurement document, or unless otherwise approved by Council.

“Mixed Revenue Contracts” means a combination of various types of Revenue Generating Contracts.

“Procurement Policy” means the procurement policies approved by Council, as amended from time to time.

“Procurement Procedures and Guidelines” means the procurement procedures and guidelines approved by the Treasurer, as amended from time to time.

“Profit Sharing Contracts” means contracts whereby the County receives a portion of revenues, sales or profits earned by a third party under contract with the County.

“Purchase Order” means a written offer to procure Goods and/or Services or a written acceptance of an offer.

“Request for Information” or **“RFI”** means a process where information is requested from vendors regarding their interest in, or the feasibility and availability of, specific Goods and/or Services in the marketplace and to determine if there are enough vendors to justify a Request for Proposals or Request for Tenders.

“Request for Prequalification” or **“RFPQ”** means a process in accordance with Policy #4, where information is requested from vendors to determine whether the vendor has the capability in all respects to perform the contract requirements. Where required, the Request for Prequalification process is initiated before a RFP or RFT is issued and only prequalified vendors are eligible to submit a Bid on such procurements.

“Request for Proposals” or **“RFP”** means a formal request for prices and details on Goods and/or Services from vendors in accordance with Policy #5.4, where the Goods and/or Services may not be able to be fully defined or specified or when alternate methods are being sought to perform a certain function or service, at the time of the request.

“Request for Quotations” or **“RFQ”** means an informal request for prices on Goods and/or Services in accordance with Policy #5.2, where comprehensive technical Specifications can be developed. Requests for Quotations may be processed by the Department.

“Request for Roster Candidates” or **“RFRC”** means a procurement document issued by the County requesting pricing and details with respect to category specific consulting services from vendors, with the intent of creating an approved list of vendors known as rostered candidates, and whereby work assignments under a specific cost limit will be offered by the County to said rostered candidates on an as-needed basis over a two-year period.

“Request for Tenders” or **“RFT”** means a formal request for prices in accordance with Policy #5.3, for Goods and/or Services from vendors, where the Goods and/or Services can be fully defined or specified at the time of the request.

“Revenue Generating Contracts” means a legal agreement between the County and a third party that yields a financial return for the County. Revenue Generating Contracts include, but are not limited to:

- (a) Service Revenue Contracts; and
- (b) Profit Sharing Contracts; and
- (c) Mixed Revenue Contracts.

“Services” means all professional, consulting, construction or maintenance services, as well as any other services procured by the County.

“Service Revenue Contracts” means the sale of Goods and/or Services by the County to a third party.

“Specifications” means the detailed description of, and written requirements and standards for, Goods and/or Services contained in a RFQ, RFP or RFT to the extent known or available to the Department, and includes any drawings, designs and models.

“Standards and Approved Products Committee” means the committee of the County that is responsible for maintaining the Approved Products Listing.

“Standardization” is a management decision-making process that examines a specific common need or requirement and then selects a Good and/or Service that best fills that need to become the standard.

“Time-Sensitive” means a situation for which the timing to complete the procurement is paramount, but the time available to follow normal procedures is insufficient.

“Treasurer” means the Treasurer for the County of Dufferin or his/her designate.

“Treasury Department” means the Treasurer for the County of Dufferin or his/her designate.

“Warden” means the Warden of the Corporation of the County of Dufferin.

PROCUREMENT GOALS, OBJECTIVES AND PRINCIPLES

SECTION 2

To direct their activities toward the corporate mission, the goals and objectives of all departments in the purchasing of goods and services are as follows:

- (a) Establish clear objective specifications for all purchases.
- (b) Identify potential sources for purchases.
- (c) Clearly define and recommend non-competitive procurement when required in accordance with the policies.
- (d) Select successful bidders and suppliers in accordance with this policy.
- (e) Make recommendations to Council with respect to the award of tenders and requests for proposals as required by the policies and procedures.
- (f) Designate persons authorized to approve expenditures and their expenditure limits within their departments.
- (g) Review purchases upon delivery to ensure compliance with specifications.
- (h) Ensure all staff comply with the approved purchasing policies and procedures of the County and are accountable to do so.
- (i) Protect the interests of the County, the public and persons participating in the procurement process by providing a clear statement of how goods and services will be acquired.

(2) The Procurement principles of the County of Dufferin shall be as follows:

- (a) To procure by purchase, rental or lease the required quality and quantity of goods and services, including professional and consulting services in an efficient and cost effective manner;
- (b) To encourage open competitive bidding on all acquisition and disposal of goods and services where practicable;
- (c) To consider all costs, including acquisition, operating and disposal costs, in evaluating bid submissions from qualified, responsive and responsible vendors, rather than basing a decision solely on the lowest bid price;
- (d) To give full consideration to the annual aggregate value or to consider the total project cost of specific goods and services that will be required by each Department and by the County as a whole prior to determining the appropriate acquisition method;
- (e) To monitor and report on the economic climate and legislative changes which may have an impact on the County of Dufferin and to determine the appropriate actions to be taken through procurement policies and procedures;
- (f) To procure necessary goods and services with due regard to the preservation of the natural environment, to encourage vendors to supply goods made by a method resulting in the least damage to the environment and to encourage vendors to supply goods incorporating recycled materials where practicable;
- (g) To ensure awareness that all information distributed and collected with respect to the procurement process is subject to the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 or any other applicable information or privacy legislation; and
- (h) To ensure compliance with all applicable legislation, trade agreements and the Accessibility for Ontarians with Disabilities Act. If inconsistencies exist between this Policy and applicable legislation, the applicable legislation shall prevail.

RESPONSIBILITIES & PROHIBITIONS FOR PROCURING GOODS AND/OR SERVICES

SECTION 3

(1) General Responsibilities

- (a) All County of Dufferin elected officials and staff delegated with the authority to procure shall comply with the Procurement Policy for the County of Dufferin. Without limiting the foregoing, such elected officials and staff shall follow the Statement of Ethics for Public Procurement attached as Schedule A to the Procurement Policy, the County's Code of Conduct for Employees Policy and Policy # 15 – Conflicts of Interest.
- (b) Procurement activities shall be subject to all applicable County of Dufferin policies and by-laws, any specific provisions of the *Municipal Act, 2001* and all other relevant Federal and Provincial legislation, as may be in effect from time to time.

(2) Procurement Section Responsibilities

The County's Treasury Department shall provide procurement oversight and coordination of all procurement activities. Coordination of procurement activities will include the following specific responsibilities:

- (a) Be responsible for the administration of the Procurement Policy and will continually review the procurement of Goods and/or Services to ensure the County is receiving the best value and adhering to the Procurement Policy.
- (b) Ensure that procurement transactions are conducted ethically and professionally in accordance with Schedule A – Statement of Ethics for Public Procurement.
- (c) In consultation with the Originating Department, advise on the practicability of Specifications to ensure fairness and a maximum number of competitive Bids.
- (d) Notify vendors who have expressed an interest in doing business with the County of the availability of the procurement documents.
- (e) Prepare necessary procurement documents and process Purchase Orders.
- (f) Advise and assist in the preparation of Contracts when requested.
- (g) Provide guidance and advice as well as training and documentation on the

Procurement Policy and Procurement Procedures and Guidelines to all relevant County staff.

- (h) Maintain records of procurement transactions as required.

(3) Department Head Responsibilities

- (a) Ensure all purchases are performed in accordance with the Procurement Policy and make required reports to the Council or any other party regarding compliance with the Procurement, as required. The Treasury Department will offer advice and assistance in assuring that the Procurement Policy is adhered to upon request.
- (b) Delegate Approval Authority to the appropriate levels and maintain the responsibility for such actions including answering questions raised by such delegation.

(4) Procurement Sub-Committee Responsibilities

The Procurement Sub-Committee shall:

- (a) Review and give input to the biennial report recommending any changes to the Procurement Policy in accordance with Policy #19 – Review of the Procurement Policy.
- (b) Be delegated the authority to impose a temporary ban upon a vendor in accordance with Policy #1 – Vendor Eligibility.

(5) Prohibitions

The following activities are prohibited, unless specifically approved by Council:

- (a) Any attempt to evade or circumvent the requirements of the Procurement Policy including, but not limited to, the division of purchases to avoid the requirements of the Procurement Policy by any method, which includes purchases made using procurement cards.
- (b) Purchase by the County of any Goods and/or Services for personal use by or on behalf of any member of Council, employees of the County and their immediate families.
- (c) The acceptance of gifts, benefits, money, discounts, favours or other assistance by any member of Council, employees of the County, and their families contrary to the County of Dufferin Code of Conduct for Members of

Council, as amended, repealed or replaced from time to time, the County's Code of Conduct for Employees Policy or such other similar policy currently in force. The image and integrity of the employee and the County of Dufferin must be preserved at all times.

- (d) Purchase by the County from any member of Council or employee of the County, their family members or from any other source, that would result in a conflict of interest, unless that interest has been declared pursuant to the *Municipal Conflict of Interest Act* or pursuant to the County's Code of Conduct for Employees Policy or such other similar policy currently in force.

(6) Exemptions

Those items listed in Schedule B - Exemptions, are exempt from the requirements of the Procurement Policy, save and except for Policy # 2 - Approval Authority and Policy #15 – Conflicts of Interest.

PROCUREMENT POLICY
POLICY # 1 - Vendor Eligibility

SECTION 4.1

- (1) The County will make reasonable efforts to maintain an electronic vendor database of those vendors who have expressed an interest in doing business with the County and who have completed a registration form.

- (2) Without limiting or restricting any other right or privilege of the County and regardless of whether or not a Bid otherwise satisfies the requirements of a Request for Prequalification, RFP or RFT, the County may reject any Bid from a vendor where,
 - (a) in the opinion of the County, the commercial relationship between the County and the vendor has been impaired by the act(s) or omission(s) of such vendor including but not limited to any one or more of the following having occurred within the five year period immediately preceding either the date on which the RFP or RFT is awarded or the date on which the vendor has been shortlisted pursuant to a Request for Prequalification:
 - (i) the vendor being involved in litigation with the County;
 - (ii) act(s) or omission(s) resulting in a claim by the County under any security submitted by the vendor on a RFP or RFT, including but not limited to a bid bond, a performance bond, or warranty bond;
 - (iii) the failure of the vendor to pay, in full, all outstanding payments (and, where applicable, interest and costs) owing to the County by such vendor, after the County has made demand for payment of same;
 - (iv) the vendor's refusal to follow reasonable directions of the County or to cure a default under any Contract with the County as and when required by the County;
 - (v) the vendor's refusal to enter into a Contract with the County after the vendor's Bid has been accepted by the County;
 - (vi) documented poor performance of a vendor as per Policy # 8 – Vendor Performance Evaluation, including the vendor's refusal to perform or to complete performance of a Contract with the County;

- (vii) the vendor having unlawfully or unreasonably threatened, intimidated, harassed, or otherwise interfered with an attempt by any other prospective vendor to bid for a County Contract or to perform any Contract awarded by the County to that vendor;
- (viii) the vendor having discussed or communicated, directly or indirectly, with any other vendor or their agent or representative about the preparation of the vendor's Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other vendor making a Bid for the same work except in the instance of a Joint Venture where one is permitted.
- (ix) the vendor having unlawfully or unreasonably threatened, intimidated, harassed, assaulted or committed battery against, or otherwise interfered with an official, employee, representative, agent or independent consultant or contractor of the County in the performance of his or her duties or in any way attempted to influence such persons;
- (x) the vendor has on one or more occasions, in the performance of a Contract with the County, deliberately, with wilful blindness or negligence, save and except an inadvertent error corrected to the satisfaction of the County within a reasonable time, as determined by the County,
 1. over-billed, double-billed and/or retained a known over-payment, or has failed to notify the County of an over-payment or duplicate payment;
 2. billed for items not supplied;
 3. billed for items of one grade, while supplying items of an inferior grade;
 4. made a misrepresentation as to the quality or origin of Goods, their functionality or suitability for a purpose, or their performance characteristics;
 5. submitted false or misleading information to the County;
 6. acted in conflict with the County's interests;
 7. misappropriated any property or right of the County, in any form; or
 8. committed any other form of sharp or deceptive practice;

- (xi) any other act or omission by the vendor that the County deems to impair the commercial relationship between the County and the vendor.
- (b) in the opinion of the County there are reasonable grounds to believe that it would not be in the best interests of the County to enter into a Contract with the vendor, including but not limited to:
- (i) the conviction of that vendor or any person with whom that vendor is not at arm's length within the meaning of the *Income Tax Act* (Canada) of an offence under any taxation statute in Canada;
 - (ii) the conviction or finding of liability of that vendor under the *Criminal Code* or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
 - (iii) the conviction or finding of liability of that vendor under any environmental legislation, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that vendor for the environmental well-being of the communities in which it carries on business;
 - (iv) the conviction or finding of liability of that vendor relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that vendor for the health and safety of its workers or customers;
 - (v) the conviction or finding of liability of that vendor under the financial securities legislation whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that vendor for its stakeholders.
- (3) For the purposes of subsections (2), (4), (5), (6)(d), (7), (8) and (9) of this Policy # 1, a reference to a vendor shall also include: an officer, a director, a majority or controlling shareholder, or a member of the vendor, if a corporation; a partner of the vendor, if a partnership; any corporation to which the vendor is an affiliate of or successor to, or an officer, a director or a majority or controlling shareholder of such corporation; and any person with whom that the vendor is not at arm's length within the meaning of the *Income Tax Act* (Canada).

- (4) In the circumstances described in subsections (2) and (8), the County may, in addition or in the alternative to rejecting a Bid from a vendor, ban a vendor from competing for or being awarded any County Contract for a period of up to ten years.
- (5) Without limiting or restricting any other right or privilege of the County, the County may refuse to enter into a Contract with a vendor where any of the circumstances described in (2)(a), (2)(b) or (8) of this Policy # 1 have occurred within the five year period preceding the date on which the refusal to enter into the Contract is approved by Council. In addition or in the alternative to refusing to enter into the Contract, the County may ban a vendor from competing for or being awarded any County Contract for a period of up to ten years.
- (6) Where the Contract is awarded to a vendor who has made an unauthorized amendment to the County's pre-printed forms (e.g. *Form of Proposal* or *Form of Tender*) or other documents submitted as part of the vendor's Bid, then within a reasonable time of the County discovering that unauthorized amendment, the County may,
 - (a) permit the vendor to withdraw an unauthorized amendment to the County's *Form of Proposal* or *Form of Tender*, at no cost to the County; or
 - (b) cancel or terminate the Contract without any compensation whatsoever to the vendor by giving written notice to that effect to the vendor; or
 - (c) recover from such vendor any amounts the County paid to the vendor and all costs, expenses, damages and losses incurred or accrued by the County as a result of the unauthorized amendment; or
 - (d) ban such vendor from competing for or being awarded any County Contract for a period of up to ten years where, in the opinion of Council, the change was made by the vendor as part of a deliberate attempt to deceive and such deception has resulted in an impairment of the commercial relationship between the County and such vendor,

Or any combination of the foregoing.

- (7) Where a vendor has the Lowest Compliant Bid to a RFQ or RFT or has the successful Bid in accordance with the evaluation methodology set out in a RFP, which Bid has been rejected due to the vendor's failure to initial a legible change such as an erasure, strike out, white out, cross out or overwriting, within three business days of the County's request, the vendor shall also be banned from competing for or being awarded any County Contract for a period of one year. Only the ban, and not the rejection of the Bid, may be challenged by the vendor in

accordance with Policy # 16 – Dispute Resolution.

(8) No Lobbying and Single Point of Contact

- (a) A vendor and its representatives shall not,
- (i) make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, their service or product, or their interest in a RFQ/RFP/RFT/RFRC/ Request for Prequalification, other than through general advertising in the normal course of business.
 - (ii) communicate with the County regarding a RFQ/RFP/RFT/RFRC/Request for Prequalification except through the Treasurer or designate identified in the RFQ/RFP/RFT/RFRC/Request for Prequalification, who shall be the single point of contact for that procurement document.
 - (iii) having a single point of contact for the RFQ/RFP/RFT/RFRC/Request for Prequalification is intended to allow all other persons involved with the RFQ/RFP/RFT/RFRC/Request for Prequalification on behalf of the County to avoid any perception of a conflict of interest and to conduct the procurement set out in the RFQ/RFP/RFT/RFRC/Request for Prequalification in as fair and objective a manner as possible.
 - (iv) make any attempt to contact, directly or indirectly, any of the following persons, with respect to a RFQ/RFP/RFT/RFRC/Request for Prequalification,
 - 1. any member of an evaluation team;
 - 2. any member of a costing team;
 - 3. any expert, independent consultant or other advisor assisting the County;
 - 4. any elected County official;
 - 5. any staff of the County of Dufferin or its advisors; or
 - 6. any other persons connected in any way with the procurement document;

Until such time when the RFQ/RFP/RFT/RFRC/Request for Prequalification

is cancelled or awarded.

- (b) The only exception to the above for a vendor or its representatives is as set out in Policy # 16 – Dispute Resolution if the vendor has a complaint related to the evaluation of its Bid and/or recommendation of award with respect to the procurement document.
- (c) A vendor who has been awarded a Contract shall not engage in any contact or activities in an attempt to influence any elected County official or County staff with respect to the purchase of additional enhancements, requirements, options, or modules. A vendor may communicate with the County and County staff for the purposes of administration of the Contract during the term of the Contract.

The determination of what constitutes an attempt to influence shall be at the sole discretion of the County, acting reasonably, and is not subject to challenge under Policy # 16 - Dispute Resolution.

- (9) Where the Procurement Sub-Committee is satisfied that there is sufficient evidence of act(s) or omission(s) described in this Policy #1 on the part of a vendor, the Sub-Committee may impose a temporary ban upon the vendor from competing or being awarded any County Contract while an investigation is being conducted by the Treasurer. The ban may be up to 12 months. The Procurement Sub-Committee's decision shall be final with respect to the temporary ban.
- (10) Where a temporary ban is imposed under subsection (9), the Treasurer shall, prior to the expiry of the temporary ban, report to the appropriate standing committee of Council the status of the investigation and any recommendations for further action.

POLICY # 2 - Approval Authority

SECTION 4.2

- (1) Any person delegated Approval Authority pursuant to this Policy # 2 shall ensure that an approved budget exists for the proposed procurement and that such procurement does not violate any County policies or Legislation. Any such procurement shall also satisfy any applicable audit requirements of the County.

- (2) The following bodies and persons shall have the respective Approval Authority as set out below:
 - (a) **Council** must approve budgetary funding for any procurement of a value of \$250,000 or greater.

 - (b) **Department Heads** must approve any procurement of a value up to but not including \$50,000 save and except in an Emergency wherein Policy # 10 – Emergency Procurements shall apply. The Department Head may sub-delegate such Approval Authority to his/her staff, who are referred to as an Authorized Delegate in the table below, at the procurement values he/she deems appropriate. Staff who have been further delegated Approval Authority from the Department Head to approve procurements **shall have no authority to** delegate this Approval Authority to any other person.

 - (c) The following chart indicates the approval authorities for various Procurement Policies in accordance with this Policy #2 as well as the persons having the authority to execute contracts in accordance with Policy #13 – Authority to Execute Contracts.

- (3) Authorization to Purchase

The Department Signing List controls signature authorization for all major financial transactions. Only persons officially designated on the Department Signing List shall have the authority to issue requisitions in conjunction within their spending limits. The Chief Administrative Officer or a Department Head designates the person(s) within the department who are authorized to approve financial transactions on accounts attributed to the Department. Requisitions may be initiated at any level but only persons on the Department Signing List can authorize approval. Treasury will maintain the approval list.

PROCUREMENT POLICY	ESTIMATED VALUE** (\$, Canadian Funds, exclusive of applicable taxes)	APPROVAL AUTHORITY POLICY #2
Policy # 5.1 Low Dollar Value Procurements	Up to but not including \$10,000	Department Head or Authorized Delegate
Policy # 5.2 Request for Quotations	\$10,000 to \$49,999	Department Head or Authorized Delegate
Policy # 5.3 Request for Tenders	\$50,000 or greater	Department Head unless any of the conditions in subsection (4) of Policy # 2 apply, then Council approval is required.
Policy # 5.4 Request for Proposals	\$50,000 or greater	Department Head unless any of the conditions in subsection (4) of Policy #2 apply, then Council approval is required.
Policy # 5.3 Request for Tenders Policy # 5.4 Request for Proposals	\$50,000 or greater	Council a) where the funds to procure the goods and services have not been previously approved through the budget process;

*(persons authorized to execute the Contract and all necessary associated documents. Includes persons in an acting position)

** (this is applicable to both procurements, revenue generating contracts and sponsorships)

- (4) The Originating Department in conjunction with Treasury shall submit a report to Council and the appropriate standing committee recommending award of a RFT or RFP if **ANY** of the following conditions apply:

- (a) the value of the Bid being recommended for award and any contingency allowance are in excess of the Council approved budget including any contingency allowance, or
 - (b) for capital projects, when the final cost of the proposed project exceeds the amount provided in the Council approved capital budget for that project by more than 5 percent or \$50,000, whichever is less, or
 - (c) for RFTs, the award is not being made for the Lowest Compliant Bid, or
 - (d) for RFPs, the award is not being made in accordance with evaluation methodology set out in the RFP, or
 - (e) there are Provincial or Federal government requirements for Council approval.
- (5) The Department Head shall submit a report to Council and the appropriate standing committee recommending a non-competitive procurement of \$50,000 or greater in accordance with Policy #11 – Non-competitive Procurements.
- (6) Council may delegate further Approval Authority as it considers necessary from time to time, including but not limited to, any extended time periods during which Council does not meet.
- (7) The Treasurer shall prepare a quarterly status report to Council on Request for Tenders and Request for Proposals which shall identify those procurements:
 - (a) which have been issued, but not yet closed,
 - (b) which have closed and are under review, and
 - (c) which have been awarded or cancelled,Since the previous status report.
- (8) The issuance and approval of award of a Revenue Generating Contract of any value requires the approval of the Department Head and shall follow the approval matrix as laid out in Section 4.2, subsection (3).
- (9) Acceptance of a Sponsorship of any value requires the approval of the Department Head of the originating Department and shall follow the approval matrix as laid out in Section 4.2, subsection (3).

POLICY # 3 - Specifications

SECTION 4.3

- (1) The following requirements shall be followed in the preparation of the Specifications:
 - (a) Specifications are to be detailed but not brand specific, unless standardized in accordance with Policy # 14 – Standardization to maintain a competitive procurement process.
 - (b) Where the Specification requirements of the Department will result in a non-competitive purchase, the Department shall follow Policy # 11 – Non-competitive Procurements.
 - (c) Departments shall consult with the Information Technology Division prior to the proposed procurements that relate to new software purchases.
 - (d) Vendors or potential vendors shall not be requested to expend time, money or effort on design or in developing Specifications or otherwise to help define a requirement beyond the normal level of service expected from vendors. Where such services are required,
 - (i) the Treasurer must be advised;
 - (ii) the contracted vendor will be considered a consultant and will not be allowed to make an offer of the supply of the Goods and/or Services;
 - (iii) a fee shall be paid, the amount of which shall be determined and agreed upon by the vendor before the services commence; and
 - (iv) the detailed Specifications shall become the property of the County, and can be used in obtaining Bids.
 - (e) Notwithstanding any assistance in the preparation of the Specifications by a consultant, the Specifications shall be and remain the property of the County.
 - (f) Where it is not possible to prepare precise Specifications to issue a Request for Tenders, a Request for Proposals shall be issued. The originating Department, in cooperation with the Treasury Department, shall prepare evaluation criteria and weightings for the criteria. The RFP shall clearly distinguish those requirements that are deemed mandatory and non-mandatory and shall clearly outline how these items will be evaluated.
 - (g) When preparing the Specifications, the originating Department shall be knowledgeable of the *Ontarians with Disabilities Act, 2001*, the *Accessibility*

for Ontarians with Disabilities Act, 2005 and their regulations thereunder, as amended, re-enacted or replaced from time to time, and apply those requirements with respect to procuring Goods and/or Services and in the development of the Specifications.

- (h) When preparing the Specifications, the Department shall consider the amount of packaging that would be associated with the procurement of a Good. If the required level of packaging is felt to be too excessive, then the Specifications for those Goods will require the vendor to be responsible for and bear the cost for the removal and disposal of the packaging materials.
- (2) The preparation of the Specifications for Request for Quotations, Request for Proposals or Request for Tenders shall be the responsibility of the originating Department. Specifications shall be approved by the Department Head and forwarded directly to the Treasury Department.
- (3) The Treasury Department shall have the authority to review and recommend improvements to the Specifications when deemed necessary. The Department shall cooperate with the Treasury Department in the finalization of the Specifications. Should the Treasury Department and the Department not be able to reach agreement on Specifications within the allotted timeline, the Department Head and Treasurer will attempt to resolve the matter.
- (4) The County may issue a Request for Information or RFI through the Treasury Department. A RFI can be used to determine if there is sufficient vendor interest to justify proceeding with a competitive procurement process and/or to gain additional information on the Good and/or Service from the vendor community. Any resulting competitive procurement process will be issued in accordance with Policy # 5 – Determining the Procurement Process.

POLICY # 4 - Prequalification of Vendors

SECTION 4.4

- (1) The purpose for prequalification of vendors is to ensure that each vendor intending to perform work on a County Contract can demonstrate its ability to provide the necessary expertise and resources to satisfactorily complete the work required.
- (2) Prequalification of vendors shall be issued through Centralized Procurement and will only be considered in the following circumstances:
 - (a) the work will require substantial project management by the County if the vendor is not appropriately experienced and could result in a substantial cost to the County;
 - (b) the Goods and/or Services to be purchased must meet specific regulatory standards;
 - (c) the work involves complex, multi-disciplinary activities, specialized expertise, equipment, materials, or financial requirements;
 - (d) there could be a substantial impact on County operations if the work is not satisfactorily performed the first time;
 - (e) where time requirements necessitate efficient use of time and expertise;
 - (f) any other circumstances deemed appropriate by the Treasurer.
- (3) Prequalification requires vendors to provide such information as requested by the County to determine that the vendor has the capability in all respects to perform the contract requirements. This information may include such things as:
 - (a) previous experience on similar work (firm and staff assigned);
 - (b) capacity to fulfill the contract requirements;
 - (c) the facilities and/or equipment to perform the work.
- (4) Vendor submissions will be evaluated, ranked, and a list of prequalified vendors will be established.

(5) **Vendors of Record:**

Vendors may be granted Vendor of Record status. This will be predicated upon competitive pricing, quality workmanship and exemplary service. As such, purchasing requirements with a value of under \$10,000 per incidence shall be directed to Vendors of Record. Purchase requirements with a value of \$10,000 or greater shall be subject to the appropriate bidding process outlined in Policy 5 of this policy.

POLICY # 5 - Determining the Procurement Process

SECTION 4.5

- (1) Sales taxes, excise taxes, value added taxes, duties and shipping shall be excluded in determining the procurement limit of Authorized Delegates and the type of procurement process to be followed.
- (2) The dollar values identified in this Procurement Policy represent the **annual** estimated procurement value for a Good and/or Service to be procured. The annual estimated procurement value is the cumulative value of a particular Good and/or Service in one calendar year. For multi-year Contracts, the estimated total procurement value over the term of the Contract, including any renewal periods, shall be used as the basis for determining which procurement process and Approval Authority applies.
- (3) It should be the intent of the Department to procure Goods and/or Services of like nature as a combined effort.
- (4) Where Provincial and/or Federal Governments impose unique requirements in order to qualify for funding, the County's procurement documents will be amended to include those provisions.
- (5) Where the estimated gross revenue for a Revenue Generating Contract is \$10,000 or greater, the Revenue Generating Contract shall follow the Approval Authority in Policy 2 and be processed through Treasury.

Service Revenue Contracts of any value shall be exempt from the public procurement processes outlined in the Procurement Policy, save and except Policy # 2 – Approval Authority and Policy # 13 – Authority to Execute Contracts. Mixed Revenue Contracts are not exempt.

In the event that a Revenue Generating Contract falls under more than one County Policy, both Policies must be adhered to unless that Contract and/or the other County Policy is specifically exempted from the Procurement Policy.

POLICY # 5.1 - Low Dollar Value Procurements (Up to but not including \$10,000)

SECTION 4.5.1

- (1) Departments shall utilize all existing County Contracts where applicable and shall otherwise be in accordance with the Procurement Policy.
- (2) Obtain best efforts and competitive pricing.
- (3) The Department Heads may delegate Approval Authority to their staff for Low Dollar Value Procurements. This procurement function has been de-centralized and therefore, it is the responsibility of the respective Department Head to ensure that the Procurement Policy is adhered to.
- (4) Neither a RFQ, RFP nor RFT is required for Low Dollar Value Procurements.
- (5) For any purchases greater than \$5,000 and less than \$10,000, a minimum of two bids are required. Bids can be via voice, email, formal quote or internet pricing and must be documented. All documentation shall be forwarded to Treasury.

POLICY # 5.2 - Request for Quotations
(\$10,000 – up to but not including \$50,000)

SECTION 4.5.2

- (1) Departments shall utilize all existing County Contracts where applicable and shall otherwise be in accordance with the Procurement Policy.
- (2) For procurements where there are no applicable County Contracts, a Request for Quotations process is used by the originating Department in the following manner:
 - (a) Unless otherwise approved by the Treasury Department, a minimum of three compliant Bids shall be obtained by any method of written communication;
 - (b) Bids must be received from a minimum of three separate vendors;
 - (c) a “No Bid” response shall not be considered a valid Bid;
 - (d) all vendors shall receive the same Request for Quotations written information;
 - (e) the Request for Quotations shall be awarded to the Lowest Compliant Bid;
and
 - (f) all documentation obtained in receipt of quotes shall be included with the Purchase Order and provided to Treasury in accordance with County By-law No. 2017-12 (To provide for the Classification, Retention and Destruction of the records of the County of Dufferin), as amended, re-enacted or replaced from time to time.

The Treasurer may waive the requirement for three Bids, but will only do so where the Client Department has demonstrated to the satisfaction of the Treasurer that a minimum of three Bids cannot be obtained.

- (3) Any multi-year Request for Quotations, including any contract with option(s) to extend, must be reviewed and approved by the Treasury Department prior to the RFQ being issued. As well, all Bids received in response to a multi-year Request for Quotations and any award recommendation shall also be reviewed by the Treasury Department to ensure compliance with the RFQ and this Policy #5.2.
- (4) Staff is encouraged to seek more than the minimum three written Bids to ensure a more competitive process and to utilize any Request for Quotations template provided by the Treasury Department
- (5) In the event that two or more identical Bids are received and are the Lowest Compliant

Bids, best and final offers will be solicited from each of these vendors in order to break the tie. If this effort is unsuccessful, then a draw will be held to determine the successful vendor.

- (6) The Treasury Department shall assist when requested by the Department, or when deemed necessary, with the Request for Quotations process.
- (7) The Goods and/or Services shall be procured through a Purchase Order, Contract process and/or any other process as approved by the Treasurer. Where a formal Contract is necessary, such Contract shall be in a form satisfactory to the County Solicitor.
- (8) When a Department would like to issue a RFP in lieu of a Request for Quotations, the RFP shall be issued by the Treasury Department in the same manner as for Requests for Proposals in Policy # 5.4 of the Procurement Policy.

POLICY # 5.3 - Request for Tenders (\$50,000 and greater)

SECTION 4.5.3

- (1) Departments shall utilize all existing County Contracts where applicable and shall otherwise be in accordance with the Procurement Policy.
- (2) For procurements where there are no applicable County Contracts,
 - (a) the Request for Tenders process is to be used for Goods and/or Services with an estimated procurement value of \$50,000 or greater and where comprehensive technical Specifications can be developed;
 - (b) the Request for Tenders process must be implemented through Treasury;
 - (c) all Requests for Tenders shall be issued and awarded in accordance with the tendering procedures as determined by the Treasurer;
 - (d) the Request for Tenders shall be awarded based on the Lowest Compliant Bid. In the event that two or more identical Bids are received and are the Lowest Compliant Bids, best and final offers will be solicited from each of these vendors in order to break the tie. If this effort is unsuccessful, then a draw will be held to determine the successful vendor.
- (3) When no compliant Bids are received in response to a Request for Tenders, and
 - (a) where time permits, in the opinion of the Department Head, the Request for Tenders shall be re-issued with the appropriate revisions; or
 - (b) where only one Bid has been received, the Treasurer in conjunction with the originating Department may proceed to negotiate the changes required to achieve an acceptable Bid, provided that such changes will not alter the general nature of the procurement described in the Request for Tenders; or
 - (c) where time does not permit the re-issuance of the Request for Tenders in the opinion of the Department Head, and the Request for Tenders is not otherwise being revised, all vendors who submitted a Bid or secured the original Request for Tenders shall be given the opportunity to submit a new Bid. The Treasury Department will communicate to each vendor who previously submitted a Bid, any deficiencies that resulted in its Bid being deemed non-compliant. This process may utilize a post-closing addendum.

- (4) Where one or more Bids have been received and are in excess of budgeted funds, the Department Head in consultation with the Treasurer may enter into negotiations with the vendor submitting the Lowest Compliant Bid, where it is agreed that the changes required to achieve an acceptable Bid will not change the general nature of the requirement described in the RFT.
- (5) The Goods and/or Services shall be procured through a Purchase Order, Contract process and/or any other process as approved by the Treasurer. Where a formal Contract is necessary, such Contract shall be in a form satisfactory to the County Solicitor.
- (6) Where a Time-Sensitive situation occurs, the Treasurer may authorize the Department to utilize the Policy # 5.2 - Request for Quotations in lieu of the Request for Tenders process. For example, procurement of goods and services as a result of time limited funding.

POLICY # 5.4 - Request for Proposals (\$50,000 and greater)

SECTION 4.5.4

- (1) Departments shall utilize existing County Contracts where applicable and shall otherwise be in accordance with the Procurement Policy.
- (2) For procurements where there are no applicable County Contracts,
 - (a) the Request for Proposals process is to be used for Goods and/or Services with an estimated procurement value of \$50,000 or greater and where comprehensive technical Specifications cannot be fully defined or specified, or when alternate methods are being sought to perform a certain function or service, at the time of the request;
 - (b) the Request for Proposals process must be implemented through Treasury;
 - (c) the Request for Proposals shall be issued and awarded in accordance with the RFP procedures as determined by the County's Treasurer;
 - (d) the Request for Proposals shall clearly set out the evaluation criteria and weightings upon which an award of the Request for Proposals may be made.
- (3) Treasury will facilitate the RFP evaluation process. An evaluation committee will be formed with a minimum of three evaluators and be comprised of at least one representative from the originating Department. The evaluators shall review all compliant Bids against the established criteria, reach consensus on the final rating results, and ensure that the final rating results with supporting documents are kept in the procurement file.
- (4) All Bids that meet the mandatory requirements (terms, conditions and Specifications) outlined in the Request for Proposals document shall be evaluated based on the evaluation criteria and weightings, subject to any rights or privileges reserved by the County;
- (5) Any award shall be made in accordance with the evaluation criteria and weightings contained in the Request for Proposals document, subject to any rights or privileges reserved by the County or as otherwise approved by Council.

- (6) When no compliant Bids are received in response to a Request for Proposals, and
- (a) where time permits in the opinion of the Department Head, the Request for Proposals shall be re-issued with the appropriate revisions; or
 - (b) where time does not permit the re-issuance of the Request for Proposals in the opinion of the Department Head, the Request for Proposals is not otherwise being revised, and the non-compliance is associated only with the pricing portion of the multi step evaluation process, all vendors who have successfully passed the technical proposal requirements of the Request for Proposals shall be given the opportunity to submit a new price Bid only. The Treasury Department will communicate to each of these vendors, any Bid deficiencies that resulted in its Bid being deemed non-compliant with respect to pricing. This process may utilize a post-closing addendum.

- (7) Where only one Bid has been received in response to a Request for Proposals and
- (a) is non-compliant; or
 - (b) has successfully passed the technical proposal requirements but the Bid is non-compliant with respect to pricing,

The Treasurer in conjunction with the originating Department may proceed to negotiate the changes required to achieve an acceptable Bid, provided that such changes will not alter the general nature of the requirement described in the Request for Proposals.

- (8) Where the Bid being recommended for award is in excess of budgeted funds, the Department Head in consultation with the Treasurer may enter into negotiations with the vendor submitting that Bid, provided that it is agreed by both the County and the vendor that the changes required to achieve an acceptable Bid will not alter the general nature of the requirement described in the RFP.
- (9) Except where another process is approved by the Treasurer, the Goods and/or Services shall be procured through a Purchase Order and/or Contract process. Where a formal Contract is necessary, such Contract shall be in a form satisfactory to the County Solicitor.

POLICY # 6 - Unsolicited Proposals

SECTION 4.6

- (1) If it is determined that there is a legitimate need for the Goods and/or Services offered by way of an unsolicited proposal, then an acquisition process shall be conducted in accordance with the Procurement Policy.

POLICY # 7 - Construction Contracts

SECTION 4.7

- (1) Where the procurement of Goods and/or Services involves construction, such construction Contracts must also meet the requirements of the Procurement Policy. However, construction Contracts of \$50,000 or greater also require both a Purchase Order and a written legal agreement, in a form satisfactory to the County Solicitor.
- (2) For an approved construction Contract in which an unexpected circumstance arises during construction resulting in additional construction work, the Department Head may authorize the payment for such work and approve any required purchase acquisition documents, including a completed *Construction Contracts Form*.
- (3) Where additional consultancy work is required to oversee or administer the additional construction work referred to in subsection (2), and the consultancy services were not issued as a Policy #9 – Consulting and Professional Services roster assignment, Policy #10 Emergency – Procurements or Policy #11 – Non-competitive Procurement, the Department Head may authorize the payment for such consultancy work and approve any required purchase acquisition documents, including a completed *Construction Contracts Form*.
- (4) The *Construction Contracts Form* shall detail what additional construction or consultancy work was required to address the unexpected circumstances. Such additional work shall not expand the scope of the work but shall have been determined to be necessary in order to deliver the original approved work.

POLICY # 8 - Vendor Performance Evaluation

SECTION 4.8

- (1) At the completion of every Contract for Goods and/or Services of \$50,000 or greater, the Client Department shall complete a *Vendor Performance Evaluation Form*. The Department Head shall ensure this performance evaluation is completed for these Contracts. Such evaluation shall be completed and a copy will be forwarded to the Treasury Department.
- (2) At the completion of every Contract for Goods and/or Services of less than \$50,000, it is at the discretion of the Client Department to complete a performance evaluation. Such evaluation shall be completed and a copy will be forwarded to the Treasury Department.
- (3) In the event of poor performance or non-performance of a vendor at any time during the term of any County Contract, the Department Head shall complete and forward a copy of the *Vendor Performance – Incident Reporting Form* as soon as reasonably possible after the occurrence to the Treasury Department.
- (4) Documented poor performance or non-performance on any County Contract will be used to determine the eligibility of a vendor to continue to provide Goods and/or Services to the County on a current Contract and to determine their ability to participate on future County Contracts. Any vendor may be excluded from a bidding process due to documented poor or non-performance or where in the opinion of the County, the commercial relationship between the County and such vendor has been impaired.
- (5) The County's Public Works Department shall be responsible for the vendor performance evaluation process with respect to linear construction Contracts issued by that department under Policy # 7 – Construction Contracts.
- (6) In the event of a vendor's breach of a County Contract, the Treasurer in consultation with the Department Head shall have the discretion to either:
 - (a) re-issue the RFQ, RFT or RFP; or
 - (b) negotiate and enter into a new Contract for the remaining years of the Contract with the second lowest bidder of the original RFT or RFP,

Whichever is in the best interests of the County.

POLICY # 9 - Consulting and Professional Services

SECTION 4.9

- (1) Unless otherwise provided, Consulting and Professional Services shall be acquired in accordance with the Procurement Policy.
- (2) A Consulting and Professional Services roster will be established every two years through a formal Request for Rostered Candidates process. Work assignments presented to vendors on an approved list (rostered candidates) will be distributed on a rotational basis as well as a “best fit” basis and having an estimated procurement cost of less than \$50,000.
- (3) The Department Head shall award such works by direct appointment through the Treasury Department. Treasury shall ensure that there is a reasonably equitable distribution of the works, based on the total dollar value of the work. This method allows the County to employ a number of different consultants while matching the particular talents of a consultant to the project needs.
- (4) The Department Head and the Treasurer shall approve the appointment of rostered candidates and any acceptable subsequent change in any rostered candidate for their respective roster categories in accordance with the Request for Rostered Candidate document.

POLICY # 10 – Emergency Procurements

SECTION 4.10

(1) An Emergency includes:

- (a) An imminent or actual danger to the life, health or safety of any person,
- (b) An imminent or actual danger of injury to or destruction of real or personal property,
- (c) An imminent or actual unexpected interruption of a public service essential to the community,
- (d) An emergency as defined by the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9 and the emergency plan formulated thereunder by the County; and
- (e) An imminent or actual spill of a pollutant as contemplated by Part X of the Environmental Protection Act.

(2) Where in the opinion of the Department Head, in consultation with the Chief Administrative Officer, an Emergency exists, Goods and/or Services shall be acquired by the most expedient and economical means when deemed necessary.

- (a) The Treasury Department will provide cooperative assistance when requested to expedite any procurement documents necessary to deal with the Emergency.
- (b) The Department Head shall provide the reasons for his or her opinion that an Emergency exists and shall approve any purchase acquisition document issued under such conditions.

POLICY # 11 - Non-competitive Procurements

SECTION 4.11

- (1) Subject to Policy # 2 - Approval Authority, the Department Head of the originating Department will approve the *Non-competitive Procurement Form*, justifying the need to use this Policy # 11 prior to County staff entering into any discussions with any vendor regarding the purchase of the Goods and/or Services. This process may be adopted when any of the following conditions apply:

(a) **Short Supply**

- when Goods and/or Services are judged to be in short supply due to market conditions (short supply)

(b) **Single Source** – when a single source for the supply of a particular Good and/or Service is being recommended because it is more cost effective or beneficial for the County (single source);

- when the expertise of an individual organization or individual is deemed to be specifically required by the municipality
- when the procurement is for technical services in connection with the assembly, installation or servicing of equipment of a highly technical or specialized nature
- when the procurement is for parts or components to be used as replacements in support of equipment specifically designed by the manufacturer and/or compatibility with existing products is required to avoid violating the warranty
- when the carrying out of work by a contractor other than the contractor who did the original work would nullify the warranty or guarantee held
- when an urgent procurement is necessary for fulfilling a statutory order issued by a federal or provincial authority, such as an environmental, public health, or workplace safety compliance order
- when goods are purchased under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases

(c) Sole Suppliers and Licensed Professionals

- where there is only one supplier available and no alternative or substitute exists
- where there is a statutory monopoly on the product or service

(d) Contract Extensions

- where a County Contract has expired or will very shortly expire and unforeseeable circumstances have caused a delay in issuing a new RFP or RFT so that a Contract extension is required (contract extension).

(e) Emergency, Protection, and Security Concerns

- where an unforeseeable situation of urgency exists and the goods or services cannot be obtained in time through a competitive process
- where goods or consulting services regarding matters of a confidential nature are to be purchased and the disclosure of those matters through an open competitive process would compromise government confidentiality, cause economic disruption, or otherwise be contrary to the public interest
- where competitive sourcing would compromise the ability to maintain security or order or to protect human, animal, or plant life or health
- where the procurement is for health services or social services

(f) Special Financing Arrangements

- where a contract is to be awarded under a cooperation agreement, only to the extent that such agreement includes different rules for awarding contracts
- where the procurement is for goods or services that are financed primarily from donations that are subject to conditions

(g) Warranties/Guarantees, Exclusive Rights, and Lease Arrangements

- where it is necessary to ensure compatibility with existing products, recognize exclusive rights such as copyrights, patents, or exclusive licences, or maintain specialized products that must be maintained by the manufacturer or its representative

- where the carrying out of work by a contractor other than the contractor who did the original work would nullify the warranty or guarantee held where construction or renovation work on a leased building may be performed only by the lessor of the building
- where the purchase of goods is already covered by a lease-purchase agreement where payments are partially or totally credited to the purchase

(h) Miscellaneous Circumstances

- where goods or services are purchased on behalf of an entity other than the County
- where no bids were received in a competitive process
- where the procurement of goods is intended for resale to the public
- where the purchase of goods or services is related to cultural or artistic fields, as well as computer software for educational purposes
- where goods are purchased under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases
- where the procurement involves research and development or production of a prototype or original concept and subsequent purchase of these products or services is to be made through a competitive process
- where the procurement is for financial services respecting the management of financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution
- where a contract is to be awarded to the winner of a design contest

(2) Council must approve any requests for negotiations with a vendor as set out in subsection (1) of this Policy # 11, where the cumulative value of the Policy 11 exceeds \$50,000.

- (3) All approved forms shall be forwarded to the Treasury Department. The Treasurer will be responsible for reporting the use to Council on a quarterly basis.

TOTAL CUMULATIVE VALUE (\$, Canadian, Not including tax)	APPROVAL TO INITIATE POLICY # 11 PROCESS	APPROVAL TO ENTER INTO CONTRACT
\$10,000 to \$49,999	Department Head	Policy # 2 – Approval Authority
\$50,000 or greater for Non-competitive type purchases	Council	Council as per Policy # 2 – Approval Authority

- (4) The Goods and/or Services shall be procured through a Purchase Order, a formal Contract or any other process as approved by the Treasurer.
- (5) All formal Contracts shall be in a form satisfactory to the County Solicitor.

POLICY # 12 - Cooperative Procurements

SECTION 4.12

- (1) The County may participate with other government bodies, public authorities, conservation authorities, municipalities, academia, schools, hospitals and not-for-profit organizations in cooperative acquisition ventures for Goods and/or Services when it is in the best interests of the County to do so. Such cooperative procurements shall require the prior written approval of the Treasurer.
- (2) The procurement procedures and policies of the entity initiating the procurement process will be followed.
- (3) The County will issue its own purchase order or contract for their respective Goods and/or Services to the successful vendor for all cooperative procurements.
- (4) In the absence of an applicable County Contract and with the approval of the Treasurer, the relevant Department may purchase Goods and/or Services using established contracts issued by other government bodies, public authorities, conservation authorities, municipalities, academia, schools, hospitals and not-for-profit organizations. For these contracts, the selection of the vendor must have been made through a competitive procurement process and the resulting contract must permit the County to purchase from that vendor under the same terms and conditions.
- (5) Where the Province of Ontario requires the County to meet a provincial standard for any Goods and/or Services, and has established a prequalified vendor of record list for such Goods and/or Services, the County may invite only those prequalified vendors to participate in the RFQ, RFT or RFP.

POLICY # 13 - Authority to Execute Contracts

SECTION 4.13

- (1) The Department Head in conjunction with the Treasury Department shall execute acquisition Contracts and all necessary associated documents on behalf of the County for all procurement awards under \$50,000 approved in accordance with Policy # 2 – Approval Authority. The Clerk and the Warden shall execute acquisition Contracts on behalf of the County for all procurement awards \$50,000 or greater approved in accordance with Policy # 2 – Approval Authority. The applicable Department Head shall be the Clerk and the Warden in the case of any corporate-wide Contract.
- (2) For all other Contracts that received Council approval, the County officials named in the Council resolution shall execute such Contracts on behalf of the County. Where County officials have not been named in the Council resolution, the Warden and Clerk shall execute such Contract.
- (3) The person(s) who have executed a Contract on behalf of the County in accordance with this Policy # 13 shall also have the authority to execute any documents for an assignment or corporate change request related to such Contract.
- (4) All Contracts shall be in a form satisfactory to the County Solicitor and shall contain content which is acceptable to the Client Department.
- (5) All Authorized Delegates will complete the *Notification of Signing Authority Form*, which shall not be effective until approved and executed by the Department Head or Treasurer, as the case may be, and forwarded to the Treasury Department for reference.

POLICY # 14 - Standardization

SECTION 4.14

- (1) The Department Head shall have the authority to negotiate with the original equipment manufacturers and licensed distributors of approved standardized products.
- (2) The Standards and Approved Products Committee shall be responsible to prepare an annual information report to Council outlining the rationale for any Standardization of Goods added to the County's Approved Products Listing, the number of Goods standardized and any standardized Good resulting in a non-competitive purchase.
- (3) Where a standardized Good can be procured from more than one vendor that Good shall not be considered a single source purchase.
- (4) Standardization Approval Summary Table

Standardization Type	Total Cumulative Value (\$)	Duration of the Standard	Approval Required	Expiry
Standardization does not result in a single source purchase.	Less than \$100,000	No more than 5 years	Treasurer or The Standards and Approved Products Committee*	At the conclusion of the contract term.
Standardization does not result in a single source purchase.	Less than \$100,000	Greater than 5 years	Council or The Standards and Approved Products Committee*	As approved by Council or The Standards and Approved Products Committee.
Standardization does not result in a single source purchase.	\$100,000 or greater	Any	Council or The Standards and Approved Products Committee*	As approved by Council or The Standards and Approved Products Committee.
Standard results in a single source purchase.	\$10,000 or greater	Any	Council or The Standards and Approved Products Committee*	As approved by Council or The Standards and Approved Products Committee.

*Approvals made by The Standards and Approved Products Committee shall only be within the committee's mandate as approved by Council.

POLICY # 15 - Conflicts of Interest

SECTION 4.15

- (1) Employees of the County shall not have a pecuniary interest, either directly or indirectly, in any County Contract or in any other party to a Contract with the County for the supply of Goods and/or Services for which the County pays or is liable, directly or indirectly to pay unless such interest has been declared pursuant to the Code of Conduct for Employees Policy, as amended or replaced from time to time, and the employee otherwise complies with such policy.
- (2) In addition to complying with the Conflict of Interest subsection of the Code of Conduct for Employees Policy, employees of the County are required to declare any pecuniary interest, either direct or indirect, in writing to their Department Head with a copy to the Treasury Department indicating the specific nature of the conflict.
- (3) Members of Council are required to declare any pecuniary interest direct or indirect, and its general nature, which may result in a conflict of interest pursuant to the *Municipal Conflict of Interest Act* and the member of Council shall otherwise comply with that Act.
- (4) Any Contract with the County may be voided in which a member of Council or any employee of the County has an undeclared direct or indirect pecuniary interest.
- (5) All County employees, consultants and others participating in the development of the Specifications and/or evaluation for any Request for Tenders, Request for Prequalification and Request for Proposals will be required to complete and sign a *Conflict of Interest Form*.

POLICY # 16 - Dispute Resolution

SECTION 4.16

- (1) The County of Dufferin encourages the most open, competitive procurement processes and the objective and equitable treatment of all vendors.
- (2) Any Vendor that wishes to challenge or is otherwise aggrieved by a decision made by the County, its staff or Council under this policy shall provide a written complaint within five business days of the date of the award or other decision.
- (3) The Treasury Department in conjunction with the Department Head shall respond to the complaint within five days.
- (4) In the event the vendor is not satisfied with response provided, they can request a meeting with the Department Head and Treasurer. The vendor's request shall be in writing and shall provide a detailed statement of the grounds of the complaint, including copies of relevant documents, and identify the form of relief requested
- (5) If no resolution satisfactory to both parties has been achieved, the vendor will have three business days from the date of the meeting with the Department Head and Treasurer to make a formal written request to meet with the Department Head, Treasurer and CAO regarding the vendor's complaint. The Department Head, Treasurer and CAO will make the final decision regarding the vendor's complaint, which decision will be made in writing.

POLICY # 17 – Non-compliance with the Procurement Policy

SECTION 4.17

- (1) Subject to Policy # 2 - Approval Authority, the Treasurer in consultation with the Chief Administrative Officer will authorize the use of a *Non-Compliance with the Procurement Policy Form*, which outlines the circumstances behind a particular instance of non-compliance. This process is to be used when there is a violation of the Procurement Policy consisting of one or more of the following:
 - (a) the contracting of a vendor to provide Goods and/or Services, not in accordance with the requirements of the Procurement Policy;
 - (b) the receipt of an invoice by the County from a vendor under the Procurement Policy, for Goods and/or Services previously acquired outside the procurement process;
 - (c) where it can be proven that the actions or non-actions of an employee, or employee group results in the requirement to initiate a procurement process pursuant to Policy # 10 – Emergency Procurements or Policy # 11 – Non-competitive Procurements;
 - (d) splitting of purchases contrary to the Procurement Policy requirements;
 - (e) any and all other violations of the Procurement Policy.

- (2) Notwithstanding subsection (1) of this Policy # 17, an employee who fails to act in accordance with the provisions of the Procurement Policy, will be subject to appropriate disciplinary action up to and including termination of employment.

The Treasurer and the Department Head or CAO will review such violations (through the *Non-Compliance with the Procurement Policy Form*) and shall consult with the Human Resources Manager for consideration of any disciplinary action to be taken as appropriate.

For purchases under \$10,000, the Department Head can authorize the payment. Purchases over \$10,000 requires approval of the Chief Administrative Officer.

- (3) The Treasurer shall maintain a log of these procurements and report to the Chief Administrative Officer on a quarterly basis.

POLICY # 18 – In-House Bid Submissions

SECTION 4.18

- (1) In-house Bid submissions will be considered when contemplating a transfer of services from internal services to external services or vice versa.
- (2) The Department Head submitting an in-house Bid shall obtain Council approval prior to submitting such a Bid. The report to Council seeking such approval shall include as a minimum:
 - (a) the members of the in-house Bid submission team;
 - (a) which costs will be included in the Bid and how costs will be determined;
and
 - (b) the rationale for submitting an in-house Bid.
- (3) The RFP or RFT documents to be utilized, as applicable, shall clearly indicate:
 - (a) an in-house Bid is being considered for the RFP/RFT; and
 - (b) any advantages that the in-house Bid will have over other bidders by virtue of it being an in-house Bid.
- (4) The integrity of the evaluation process will be maintained when evaluating an in-house Bid as follows:
 - (a) no member of the in-house Bid submission team nor any employee whose employment is affected by the transfer of services shall have any communications with a member of the evaluation team or an elected official concerning the subject RFP or RFT, as the case may be, except in accordance with the communication and any interview provisions contained in the applicable RFP/RFT;
 - (b) no member of the evaluation team or an elected official shall have any communications with a member of the in-house Bid submission team nor any employee whose employment is affected by the transfer of services, except in accordance with the communication and interview provisions contained in the applicable RFP/RFT. Or in the normal course of business not related to the Bid;

- (c) no member of the in-house Bid submission team nor any employee whose employment is affected by the transfer of services shall participate in the development of the subject RFP/RFT nor shall such persons have any communications with any person participating in the development of the subject RFP/RFT;
- (d) the same rules shall govern the submission of the in-house Bid as will apply to any other bidder, unless expressly provided otherwise in the RFP/RFT document; and
- (e) the evaluation of Bids shall be objective and the process shall avoid any unfair bias towards either the in-house or the external Bids.

POLICY # 19 – Review of the Procurement Policy

SECTION 4.19

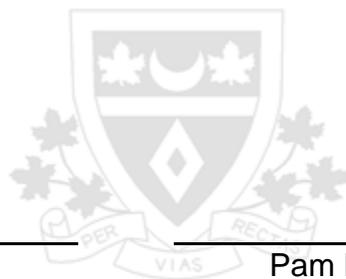
- (1) The Treasurer shall submit to the Procurement Sub-Committee and to the appropriate standing committee of Council an annual report recommending any changes to the Procurement Policy to meet the needs and requirements of the County to operate in an efficient and cost effective manner and in accordance with all applicable laws.
- (2) All changes to the Procurement Policy require the approval of Council.
- (3) Changes to Procurement Procedures and Guidelines require the approval of the County's Treasurer.
- (4) A full Policy review shall take place every five years.

SECTION 5

By-law 2012-26 is hereby repealed.

READ a first, second and third time and finally passed this 13th day of July 2017.

Darren White, Warden



Pam Hillock, Clerk

SCHEDULE A – Statement of Ethics for Public Procurement

The following ethical principles shall govern the conduct of every County employee and member of Council delegated with the authority to procure.

- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honour and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Keeps relevant County staff informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

Responsibility to the County:

- Follow the lawful instructions, by-law, policies and procedures of the County.
- Understand the authority granted by the County.
- Avoid activities which would compromise or give the perception of compromising the best interest of the County and the public.
- Reduce the potential for any chances of preferential treatment by actively promoting the concept of competition.
- Obtain the maximum benefit for funds spent as agents for the County.

Relationship with vendors:

- Maintain and practice, to the highest degree possible, business ethics, professional courtesy and competence in all transactions.
- Purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure.
- Refrain from showing favouritism or being influenced by vendors through the acceptance of gifts, gratuities, loans or favours.

- Adhere to and protect suppliers' business and legal rights to confidentiality for trade secrets, and other proprietary information.

Relationship with the County:

- Remain free of any and all interests and activities, which are or could be detrimental to or in conflict with the best interests of the County and the public.
- Refrain from dealing with Vendors where a County employee or member of Council has a significant personal or indirect financial interest.
- Exercise discretionary authority on behalf of the County and the public.
- Avoid acquiring interest or incurring obligations that could conflict with the interests of the County.

SCHEDULE B – Exemptions

Items listed below are exempt from the requirements of the Procurement Policy, save and except for Policy # 2 - Approval Authority.

(1) Employer's General Expenses

- (a) Insurance premiums.
- (b) Debt payments.
- (c) Purchase of investments. This exemption does not include any ancillary services.
- (d) Grants, loans and levies.
- (e) Licenses (for example, vehicle, elevators, radios).
- (f) Real property payments including land, buildings, leasehold interests, easements, encroachments and licenses, or the like.
- (g) Insurance claims, legal settlements and grievance settlements. This exemption does not apply to the procurement for Goods to be replaced.
- (h) Adjusting services for the investigation of liability and property claims.
- (i) Binding orders, judgments or decisions of an arbitrator, tribunal or court. Given that these payments are mandatory, approval from the Department Head which is funding the payment is required instead of the approvals set out in Policy # 2 – Approval Authority.
- (j) Refundable travel expenses.
- (k) Temporary staffing agencies and services.
- (l) Assessments and tools where positions and/or individuals are assessed for recruitment and selection purposes, including tools and assessments which would assist in the accommodation of individuals.
- (m) Payments required by Council approved compassionate programs.
- (n) Other County and employee related expenses, such as: memberships in professional organizations (professional dues), staff attendance at seminars, testing or examination fees, workshops, courses, training, trade shows or conferences. This shall not include any training specifically designed for the County.

(2) Professional Services

- (a) Medical and Laboratory Professional Services.
- (b) Experts retained for the purposes of, or in contemplation of, litigation.
- (c) Confidential items (for example Forensic Audits).
- (d) Outside Legal Counsel where retained by the Chief Administrative Officer.
- (e) Mediators and Arbitrators.

(3) Special Services

- (a) Providers of human services (including counselling, individual assessments, training, community support services, licensed child care centres, early years and family centres, transportation of children identified with special needs or having a therapeutic need to attend a licensed child care centre, Domiciliary Hostels Program, Long Term Care Facilities nursing, home care services, funeral services, dental services, interpreter and translation services, and hairdressing as part of County-approved programs and projects).
- (b) Accommodations provided as part of County-approved programs and projects for the homeless and others living in poverty.
- (c) Vouchers provided by Community Services as part of County-approved programs and projects.
- (d) Financial reviews conducted on a contingency basis for the purposes of recovering amounts paid and/or owed, such as tax recovery services.
- (e) Public/guest speakers, individuals or ensembles that offer creative content for presentation to others.

(4) Utility Billing

- (a) Electricity.
- (b) Postal services, postage.
- (c) Water and Wastewater.
- (d) Fuel (Natural gas, furnace oil).
- (e) Communications, for example: voice and data network communications.

(f) The removal, relocation, identification or engineering related to utility infrastructure that exists on road allowances, right of ways and other County properties. This includes sub-surface and above-surface infrastructure.

(g) Railway companies related to removal, relocation, construction supervision (flagging) and maintenance.

(5) Government agencies, regulatory bodies, licensing agencies, other public authorities and non-for-profit organizations accountable to the Ontario government and municipalities to which the County is required to remit to or pay a fee.

(a) Public Agencies, Special Interest Groups, and Aboriginal Peoples

- where use of a central service is mandatory
- where the procurement is between public organizations or with a non-profit organization
- where the goods or services are purchased from philanthropic institutions, prison labour, or persons with disabilities
- where a procurement is made pursuant to an agreement with or a policy concerning Aboriginal Peoples

(6) Other

(a) Antiques and artifacts (shops, sales, repairs, but not including restoration).

(b) Acquisition of art.

(c) Publications (including newspapers, periodicals, magazines or books), CDs, DVDs and all copyrighted material.

(d) Maintenance fees for software and computer hardware for information systems previously acquired.

(e) Goods for the purpose of retail sales (re-sale) by the County (not including items that bear the County of Dufferin logo or insignia). This exemption does not include food and beverage items.

(f) Media advertising, including trade shows.

(g) Venues (including food and beverage where off site catering is not permitted) for

banquets, meetings, events, receptions and training.

(h) Admission to tourism attractions and destinations for recreational and social programs.

(i) Real estate sale transactions.

POLICY & PROCEDURE MANUAL

SECTION	FINANCE AND TREASURY	POLICY NUMBER	3-8-02
SUB-SECTION	Procurement	EFFECTIVE DATE	July 13, 2017
SUBJECT	Disposal of Assets		
AUTHORITY	General Government Services – June 28, 2017		

Policy Statement:

Establish a procedure for disposing of tangible assets of the County of Dufferin, including but not limited to furniture, tools, equipment and vehicles that have been declared surplus, obsolete or scrap.

Purpose:

The purpose of this policy is to provide a means to responsibly dispose of surplus, obsolete or scrap assets in an open and accountable manner.

Application:

This policy applies to County of Dufferin with respect to the disposal of Tangible Assets deemed surplus, obsolete or scrap.

Definitions:

“Asset” means all physical property (furniture, equipment, vehicles, etc.) owned by County of Dufferin.

“Asset Disposal Form” is a document used to track the disposal of assets (Schedule A).

“Disposal” is the method by which the asset that has been deemed as surplus, obsolete or scrap will be disposed of.

“Obsolete” means when a department deems the asset is outdated and / or is not economically feasible to upgrade / repair.

“Scrap” means when a department deems that the asset has no value.

“Surplus” means when a department no longer has a requirement for an asset.

“Treasurer” means the Treasurer of the County of Dufferin or his/her designate.

“County” means County of Dufferin.

Procedure:

1. Surplus / Obsolete / Scrap Assets

The Department that is declaring an asset as surplus / obsolete / scrap shall complete Form ADF-001 (Schedule A); obtain authorization from the Department Head and then forward this form to the Manager of Procurement along with a digital picture of the surplus / obsolete / scrap asset.

2. Disposal of Assets within the County

The Procurement Manager will advise all Departments of the availability of the asset. When possible, the Procurement Manager will post digital photographs on the Intranet for viewing by all Departments. Each Department will have the opportunity to obtain the assets on a first come, first served basis. The department who has obtained the assets will be responsible for the relocation of the asset and completing the relocation section of Form ADF-001 prior to moving the asset to their location.

3. Disposal of Assets

If the asset has not been claimed by any Department within the County by the end of a two-week period, then the asset will be disposed of by one of the following methods as deemed appropriate by the Procurement Manager and the Department Head disposing of the asset:

a) **Sealed Bids:**

Assets will be offered for sale where bids will be solicited publicly. The bids will be received in a sealed envelope at a specific location by a specific time and date. All bids received will be opened publicly. Reserve bid amounts may be indicated.

b) **By Offer at Minimum Bid Amount to Interested Municipalities:**

When it is deemed to best suit the needs of the County, the assets will be offered at minimum bid amount to interested municipalities.

c) **Trade-in on Replacement Asset:**

If after a best-value analysis, the trade-in value is deemed acceptable, it will be applied against the purchase price of the replacement asset.

d) **Public Auction:**

When it is deemed to best suit the needs of the County, the assets will be offered for sale with a pre-approved vendor operating the auction.

e) **Online Public Auction:**

Assets will be offered for sale on an online website where bids will be solicited publicly by a pre-approved auction website.

f) **Direct Sale:**

When it is deemed to best suit the needs of the County, the assets (i.e., scrap metal, etc.) will be offered for sale to vendors operating in this capacity.

g) **Donation:**

When it is deemed to best suit the needs of the County, the assets may be donated to a charitable organization.

h) **Return to Original Vendor:**

When it is required by legal regulation, the assets will be returned to the original vendor for proper disposal and a certificate of destruction will be provided by the original vendor.

5. **Waste**

Assets that are unable to be disposed of by any of the aforementioned methods shall be disposed of in the most environmentally friendly method and according to any municipal, provincial or federal laws.

6. **Costs**

All costs to perform any of the disposal methods above and the elimination of any waste will be borne by the Department initiating the disposal process.

7. **Terms and Conditions of Disposal**

At any time where the value of the surplus asset exceeds \$20,000.00, a report recommending the method of disposal shall be submitted to the Treasurer for approval.

All IT related Assets need to be decommissioned by IT prior to disposal.

All assets are to be disposed of as is, where is and no guarantees or warranties are implied. All purchasers will be required to sign and date a Bill of Sale as provided by the Procurement Manager.

No employee or elected official shall purchase any surplus asset except those goods that are being disposed of by online public auction, sealed bid or public auction.

The proceeds from the sale of an asset will be credited to the department disposing of the asset as determined in consultation with the Treasurer and appropriate Department Head

Upon Disposal notification from the Procurement Manager, the Treasurer is responsible to arrange for insured assets to be removed from the corporate insurance policy.

The County reserves the right to reject any or any part of, or all sealed bids and also reserves the right to award the sale to other than the bidder submitting the highest bid.

Exclusions:

- real property (i.e. land)
- or museum artifacts (specific procedures need to be followed based on Provincial Museum standards to “deaccession”)
- End of life, decommissioned Laptop and Desktop computers may be sold to internal through an annual draw

References and Related Policies:

Procurement Policy _____

Consequences of Non-Compliance:

The consequences as outlined in Section 17 of the Procurement By-Law will apply.

Review Cycle:

A full Policy review shall take place every five years, in conjunction with the review of the Procurement Policy.



SCHEDULE A – ASSET DISPOSAL REQUEST FORM (ADF-001)

If disposing of any surplus / obsolete / scrap assets (furniture, equipment or tools, etc.), this form **MUST BE FILLED AND AUTHORIZED** and then sent to the Procurement Manager, along with a digital picture(s) of the asset.

Section 1 - Asset Disposal Details - For Service Area to Complete		
Department:		
Requestor Name:		
Asset Description:		
Equipment ID Number/Unit # (if applicable):		
Make & Model:		
Model Year:		
Mileage/Hours:		
Recent repairs:		
Known Issues:		
Insured Asset?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Current Condition (Excellent, Good, Average, Poor, Scrap):		
Reason for being disposed:		
Other Details/Notes (i.e. color, transmission) :		
Terms of Disposal: Asset shall be accepted as is, where is and without warranty or guarantee. The new owner shall assume all risk and expense associated with the assets transfer.		
Department Head Authorization:	X	Date:



REPORT TO COMMITTEE

To: Chair McGhee and Members of General Government Services Committee

From: Alan Selby, Treasurer

Meeting Date: Wednesday, June 28, 2017

Subject: Tax Assistance Policy for 2017

In Support of Strategic Plan Priorities and Objectives: Good Governance through review and update of current policies (3.3.2)

Purpose

The purpose of this report is to confirm the policies for 2017 property tax assistance programs.

Background and Discussion

The Taxation section of the Municipal Act (section 319) permits an upper-tier municipality to enact a program of tax rebates for certain low-income property owners. The program is not mandatory, but Dufferin County has had a program in place for many years. The program is dedicated to seniors and persons with disabilities.

The threshold at Dufferin for assistance, in prior years, has been limited to any tax increases greater than \$50.00.

Assistance paid in 2016 was \$8,981 total. Assistance in 2015 was \$6,175 total, and it was \$6,116 in 2014. Assistance taken-up by ratepayers in recent years has been modest, because of generally modest local tax increases, resulting in fewer residential properties where taxes increased by more than \$50.

The budget for assistance in 2017 has been set at \$13,800. The assistance is application-based. The application form is placed on the County website, and the assistance program is promoted through regular Notices, placed in local newspapers, during the second half of every year. The timing comes from the requirement that, to apply for assistance, taxpayers must include a copy of their Final tax bill for the year, and Final tax bills are not normally printed until June (or later) by the local municipality.

The policy is enacted every year through a County Bylaw.

Financial, Staffing, Legal and IT Considerations

The decision to be made for 2017 is where to set the eligibility parameter, namely to leave it at tax increases greater than \$50, or to increase or decrease it.

Council also has the option of not renewing this rebate program for certain low-income taxpayers, since it is not mandatory.

It is recommended to continue the rebate program unchanged for 2017.

Strategic Direction and County of Dufferin Principles

Setting annual tax policies is an identified action in support of the strategic objective to review current policies. It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively reviewing tax policies annually;
2. We Deliver Quality Service – by offering tax assistance that corresponds to provincial statutes;
3. We Communicate – by consulting with Council on policy setting;
4. We Make Good Decisions – by offering assistance at a level that is reasonable in the circumstances.

Recommendation

THAT the Report, *Tax Assistance for 2017*, from the Treasurer, dated June 28, 2017, be received;

AND THAT the eligibility threshold for tax assistance be kept constant, namely any tax increases above \$50.00, for 2017;

AND THAT the Tax Assistance Bylaw for Low-Income Seniors be presented to County Council in July.

Respectfully Submitted by:

Alan Selby, CPA CGA
County Treasurer



REPORT TO COMMITTEE

To: Chair McGhee and Members of General Government Services Committee

From: Alan Selby, Treasurer

Meeting Date: Wednesday, June 28, 2017

Subject: Response to Provincial Regulation 013-0551

In Support of Strategic Plan Priorities and Objectives:

Good Governance 3.3.1 Ensure compliance with Ministerial standards and requirements

Purpose

The purpose of this report is to suggest making a formal response to the Province, within the time limits set, from the County of Dufferin, regarding the proposed Regulation on asset management planning.

Background and Discussion

The Ministry of Infrastructure released Regulation 013-0551 on May 25 that will affect the asset management planning activities of all municipalities in the Province. This Regulation has been expected for some time, in fact the Ministry held some consultations last summer, one of which County staff attended. There is a 60-day comment period for feedback from municipalities on the Regulation. That period ends on July 24.

This report outlines some highlights from the Regulation and suggests some points that could be included in a formal response of the County of Dufferin, should the Committee choose to support them.

Financial, Staffing, Legal and IT Considerations

Ministry of Economic Development Growth issued a Guide for Municipal Asset Management Plans (AMP) in 2012, and most municipalities used this guide to prepare their "first cut" version of their AMP shortly after. This Regulation is the Province taking the next step, requiring more from municipalities, by way of refinement and expansion of their first AMP.

The timelines in the Regulation, for various future information expected from the County, and all municipalities, are reasonable in staff's opinion, and most municipalities should be able to meet the cut-off dates, as follows:

- Phase 1: **by the end of 2018**, produce a Strategic AM Policy. The Regulation spells out what this Policy document must contain, and it includes a “commitment to consider” both “*mitigation approaches to climate change*” and “*disaster planning and any required contingency funding*”

The next phases relate to the municipal AMP:

- Phase 1: **by the end of 2019**, produce a new AMP that would address “core infrastructure assets”, namely roads, culverts, bridges, and stormwater, waterworks and wastewater systems. New content requirements in this AMP include “*Service Level data, monitoring of performance measures such as energy usage and cost*”, “*Inventory Analysis, including total replacement value, average age, and assessing asset condition*”, and “*Estimates of Costs to Sustain Current Levels of Service*”.
 - Municipalities of populations over 25,000 must also include “*Estimated Costs to Service Growth*.”
- Phase 2: **by the end of 2020**, produce an expanded version of the Phase 1 AMP that includes all infrastructure assets (not just core infrastructure). The points on content, shown above under Phase 1, also apply.
- Phase 3: **by the end of 2021**, “further details” are to be provided, including
 - A plain language explanation of the Levels of Service for each category of infrastructure asset
 - Asset Inventory Analysis, that was part of the Phase 1 and 2 AMP, would be updated
 - A Lifecycle Management Strategy outlining the lifecycle activities to be undertaken, to maintain levels of service and to manage risk
 - A Financial Strategy, for a ten year period, forecasting capital spending, dedicated revenue, capital reserve contributions and withdrawals, and estimated debt service payments
 - Outline any ongoing funding shortfalls that exist, and how the municipality intends to address the shortfalls

Additionally in Phase 3, for municipalities over 25,000 population, the Regulation requires:

- “*Financial Strategy to Service Growth*”
- “*Risk Analysis*”

Some further points worth noting within the Regulation

- The Strategic AM Policy must identify an “executive lead”, how Council will be involved, and provide opportunities for public input
- After 2021, the more complete AMP, that is referred to in Phase 3 above, will need to be updated at least every five years
- The AMP would be required to “*be approved in writing by a licensed engineering practitioner, representing the municipality, and the executive lead*” before being presented to Council for approval
- Starting in 2021, municipalities would “*be required to provide Council with an annual update on AMP progress*”

- Must post the Strategic AM Policy and the new AMP on the municipal website

The Province gives these reasons for proceeding with this Regulation:

- To achieve greater standardization and consistency to municipal asset management planning
- Improve the comprehensiveness of AMP that lack “robust information”
- Establish important information that can be used by the Federal government, the Province and municipalities, to “address infrastructure challenges”

Finally, the Province understands smaller municipalities may lack the resources to comply with these future reporting requirements. The point was made during the 2016 consultations many times. In their release, the Ministry proposes several forms of assistance (in-person training, sample documents, training courses, a Provincial support team are listed). Municipal associations (Municipal Finance Officers Association, Association of Municipal Clerks and Treasurers of Ontario are likely to step-up and offer some helpful resources as well. Annual Ontario Community Infrastructure Fund subsidies, which every municipality receives, are eligible to be used to pay any expenses to be incurred in drafting the Strategic AM Policy and the new AMP.

Treasury staff reviewed the contents of the Regulation and are generally in support of the points raised within it. Dufferin County has amended its budget preparation, on the capital project side, to apply concepts of asset management. County Council has approved tax levy increases in recent years to enable the concepts to be applied, and Council has committed to making continuous, steady progress against the infrastructure financing shortfall that exists.

Some points are suggested below, to be made to the Province, by the County, in a formal response, by July 24:

1. It would be preferable for the final Regulation to receive approval by the Province soon, in particular before the end of 2017, in order to maintain the timelines that are listed within the Regulation
2. Schedule any upcoming Ministry training related to the Strategic Asset Management Policy, and also the release dates of sample documents, early enough to leave sufficient time in 2018 for municipalities to complete the Policy
3. Provide more specifics for the content of the annual Progress Updates to Council, that are to start in 2021
4. Clarify whether these future Progress Updates must also be sent to the Ministry of Infrastructure

Strategic Direction and County of Dufferin Principles

Compliance with Ministerial directives is an identified action in support of the strategic objective of Good Governance. It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively addressing the expectations of the Province around asset management reporting;

2. We Deliver Quality Service – by providing a variety of services effectively and in a cost efficient manner;
3. We Communicate – by sharing Provincial information with Council, and with staff, and carefully considering responses, as a way to make known, to the Province, the position of the County;
4. We Make Good Decisions – by keeping informed on new information requirements, and by planning ahead to gather the required information in order to meet Provincial deadlines.

Recommendation

THAT the Report, Response to Provincial Regulation 013-0551, dated June 28, 2017, be received;

AND THAT the points raised in the Report be submitted, on behalf of Dufferin County, to the Province by the comment period deadline of July 24, 2017.

Respectfully Submitted by:

Alan Selby, CPA CGA
County Treasurer



REPORT TO COMMITTEE

To: Chair McGhee and Members of the General Government Services Committee

From: Pam Hillock, Director of Corporate Services/Clerk

Date: June 28, 2017

Subject: **New Website Project**

In Support of Strategic Plan Priorities and Objectives:

Communication and Connections, Connect with Residents 2.1, Increase Transparency 3.2, Introduce Open Government Initiatives 3.2.1

Purpose

The purpose of this report is to seek permission to move ahead with a new County website.

Background & Discussion

The current County of Dufferin website was created in 2012. It has served the County well; however, it is limited in functionality. The website was created very fast at a very good price. Most major updates require payment to the company that created it, Nobul Media. Recently, Nobul Media merged with Treefrog Inc. The billing model has changed and the hourly rates for services have increased.

In line with the Strategic Plan, Open Government Initiatives, the County has created an Open Data Section on its website. The IT Manager facilitates an “open data” committee across the organization and they come up with data sets that are collected by various departments and offer them to the public. Sometimes private companies create apps using the free government data. To date, twenty data sets have been released: They are:

- Dufferin County since Road network
 - Dufferin County entrance points
 - Ontario Early Years visits
 - Social Housing Buildings
-

-
- Shelburne Employment Resource Centre visits
 - Council Contact Information
 - Freedom of Information Requests 2014-2016
 - Public Meeting Schedule
 - Orangeville Employment Resource Centre Visits
 - Museum Sheet Music Collection 2016
 - Ontario Works Statistics 2016
 - Dufferin County By-laws 2012-2016
 - Dufferin County Municipal Boundaries
 - Dufferin County Forest Boundary
 - Dufferin County Facilities
 - Local Municipal Library Locations
 - Local Municipal Boundaries
 - Local Municipal Recreation Centres
 - Traffic Counts 2016
 - Dufferin County Waste Collection Zones
 - Museum Object Name List 2016
 - Loyal Orange Lodge Transfer Certificate Collection 2016
 - Defibrillator Locations

It is anticipated that the next release of open data will include such things as:

- Wind turbine locations
- 911 summary data
- Tenders and RFP statistics
- Homelessness prevention information
- Past council members and past Wardens
- Traffic data
- Museum visitor statistics

Also, as a result of the Economic Development Strategic Plan project, there is a recommendation to provide a County-wide comprehensive, detailed up-to-date economic, demographic, workforce and sector data portal that needs to be available to prospective investors. This information could be provided through the County's website.

Staff are seeking permission to put out a Request for Proposal in 2017 with the hope that the new site would be up and running in 2018. The website project is being coordinated by a cross-functional work team represented by each department.

Things that would be taken into account when developing a new site:

- Compliance with Accessibility Standards
- Talk to partners and local municipalities to see if there is any interest in sharing the site and also what they would like to see on a new site
- Open data initiatives
- Economic Development information
- Showcasing maps and various layers that the public are looking for, ie. Recreation, road construction
- Feedback mechanism
- News feed that doesn't require an attachment
- Newcomer engagement
- On-line payment and permit issuing
- On-line forms
- Information on County programs

Financial, Staffing, Legal, or IT Considerations

This project is not in the 2017 budget. The Treasurer has advised that funds can be taken from the Rate Stabilization Reserve. The cost of new site could be in the range of \$100,000. It is difficult to predict.

Strategic Direction and County of Dufferin Principles

Creating a new website allows the County to provide up-to-date information and also encourages public feedback. It is in line with the Strategic priorities to connect with residents, increase transparency and to introduce open government initiatives such as open data.

It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively addressing community needs and changes in technology and meet the expectations of the community both inside and outside the geographic boundaries
2. We Deliver Quality Service – by delivering high quality service that reflect the needs of the community
3. We Communicate – in a multitude of ways: website, social media (with website links), media releases, public staff reports, agendas and minutes
4. We Make Good Decisions – by fostering an environment of collaboration by speaking to internal and external clients.

Recommendation

THAT the report of the Director of Corporate Services, Clerk dated June 28, 2017, regarding the New Website Project, be received;

AND THAT staff be directed to commence a Request for Proposal process for a new County of Dufferin website;

AND THAT funds for the project be taken from the Rate Stabilization Reserve.

Respectfully Submitted,

Pam Hillock, Director of Corporate Services/Clerk



REPORT TO COMMITTEE

To: Chair McGhee and Members of the General Government Services Committee

From: Pam Hillock, Director of Corporate Services/Clerk

Meeting Date: June 28, 2017

Subject: IIMC Conference Attendance – May 21 to May 24, 2017

In Support of Strategic Plan Priorities and Objectives: Good Governance 3.2 Increase Transparency, Good Governance 3.3 Improve policies, practices and procedures

Purpose

The purpose of this report is to provide information about staff's attendance at the recent IIMC (International Institute of Municipal Clerks) conference in Montreal.

Background & Discussion

The IIMC 71st Annual Conference was held May 21 to 24, 2017 Montreal, Quebec. The Director of Corporate Services/Clerk and Deputy Clerk represented the County of Dufferin.

This is the first time the conference has been hosted in Canada since 2004, when it was in Whistler, BC. The convention theme was "Passport to Education" : Embracing the education and networking aspects of the conference will open up many professional opportunities that otherwise would be difficult to attain. This conference is provided for professional development of municipal clerks and records managers.

The following are some of the education sessions were offered:

Parliamentary Pickles: Are you out or Are you safe?

In this workshop, Connie Deford, Retired Clerk and IIMC Parliamentarian from City of the Bay City, Michigan provided the attendees with answers to questions and misconceptions on parliamentary procedures. The workshop discussed real life situations and how to get out of a difficult procedural situation.

Ontario's Watchdog: The Importance of a Complaint Mechanism System

This session was led by Rick O'Connor, City of Ottawa Clerk and Solicitor, where the discussion was about the importance of responding to residents problems and complaints at the local level. Steps were provided on how to develop and implement a complaint system and how to get buy-in from municipal Council and staff.

The Authenticity Advantage: How to Fly Your Freak Flag

In this workshop Joe Gerstandt, Speaker and Consultant Talent Anarchy led the discussion. The workshop taught simple practices to diversity and inclusion at work. He spoke to employees being authentic in the workplace to allow for more ideas, perspectives and talents to be shared.

How is the EGO in your Workplace?

Richards Rowe, former US Navy officer and Master trainer talked about how EGOS have potential to cause serious damage in the workplace. Municipalities can fail to be as effective/efficient as possible due to clashes of different personalities to the point of loss of talent. In this workshop the speaker talked about managing the various egos in the workplace and how to effectively communicate between them.

Communicate with Attitude!

This workshop, facilitated by Matt Booth, Mattitude, LLC, talked about how to effectively communicate and interact with those around you. This session taught effective methods to communicate ideas clearly and interaction with staff and residents.

The 2017 Annual General Meeting was held on Wednesday, May 24, 2017, where the year-end financials were presented, swearing in of newly elected Board of Directors and other IIMC business was discussed.

Attendance at this conference proved to be very valuable having met Clerks not only from across Canada, but around the world. The Conference in 2018 will be held in Norfolk, Virginia and staff would like to attend again.

Financial, Staffing, Legal, or IT Considerations

The Conference cost was included in the 2017 Budget.

Strategic Direction and County of Dufferin Principles

Providing a report of attendance at a conference is in line with Good Governance/Increase Transparency, Communications and Connections.

The following principles have been adhered to:

1. *We Manage Change – We proactively seek learning and network opportunities.*
2. *We Deliver Quality Service – Keeping abreast of new developments in legislation and best practices enables us to provide quality service*
3. *We Communicate – We provide information to Council, the local media, posting information on the website, social media posts, electronic newsletters and newspaper advertising*
4. *We Make Good Decisions - by attending learning session that help in researching legislation and best practices and procedures*

Recommendation

THAT the report dated June 28, 2017, from the Clerk/Director of Corporate Services regarding IIMC Conference Attendance –May 21 to 24, 2017, be received.

Respectfully Submitted,

Pam Hillock
County Clerk/Director of Corporate Services

Prepared by Michelle Dunne, Deputy Clerk



REPORT TO COMMITTEE

To: Chair McGhee and Members of the General Government Services Committee

From: Pam Hillock, Director of Corporate Services/Clerk

Date: June 28, 2017

Subject: Mutual Assistance Agreement – Town of Caledon

In Support of Strategic Plan, Priorities and Objectives:

Good Governance – Collaborate with municipal neighbours to look for innovative opportunities to partner and responsibility share resources 3.1.1

PURPOSE:

The purpose of this report is to request that Council authorize staff to enter into a Mutual Assistance Agreement with the Town of Caledon in relation to municipal emergency response and recovery.

BACKGROUND & DISCUSSION:

Emergency situations have the potential to overwhelm local resources so it is likely that a municipality could have to seek assistance from neighbouring municipalities in responding to or recovering from an incident. It is a best practice that municipalities have the details of this mutual assistance negotiated ahead of time.

The attached Mutual Assistance Agreement, which has been approved in principle by Caledon Council, outlines the methods for requesting assistance, provision of service, labour relations, health and safety, remuneration, withdrawal of services, indemnity and cancellation.

Through the establishment of this agreement the County of Dufferin and the Town of Caledon are establishing the basis for providing aid to one another during significant incidents thereby increasing the resilience of both communities.

Financial Impact:

There is no financial impact associated with this mutual assistance agreement.

Strategic Direction and County of Dufferin Principles

Collaborating with the neighbouring municipalities is an identified action in support of the strategic objective to promote cohesiveness between each. It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively seeking opportunities for mutual assistance agreements
2. We Deliver Quality Service – by ensuring that the immediate needs of those affected by disaster are met
3. We Communicate – by maintaining open channels with neighbouring jurisdictions
4. We Make Good Decisions – by fostering an environment of collaboration that contributes to the well-being of the community as a whole

Recommendation:

THAT the report of Pam Hillock, Director of Corporate Services/Clerk dated June 28, 2017, Mutual Assistance Agreement – Town of Caledon be received;

THAT the Mutual Assistance Agreement with the Town of Caledon, in a form substantially attached hereto, be approved;

AND THAT the necessary by-law be enacted

Respectfully submitted,

Pam Hillock
Director of Corporate Services/Clerk

Prepared By:
Steve Murphy – Emergency Management and Communications Coordinator

THIS AGREEMENT dated the 14th day of June, 2017.

BETWEEN:

CORPORATION OF THE COUNTY OF DUFFERIN

(hereinafter referred to as “**Dufferin County**”),

Party of the First Part

– and –

THE CORPORATION OF THE TOWN OF CALEDON

(hereinafter referred to as “**Caledon**”)

Party of the Second Part

WHEREAS the *Emergency Management & Civil Protection Act*, R.S.O.1990, c.E.9, section 13(3), provides that the Council of a municipality or a county may make an agreement with another municipality or county for the provision of any personnel, service, equipment and/or material during an Emergency;

AND WHEREAS Dufferin County and Caledon (hereinafter referred to as the “Parties”) wish to provide for mutual aid and assistance to each other through the provision of personnel, services, equipment or material to one or the other within the meaning of the *Emergency Management & Civil Protection Act*;

AND WHEREAS the Parties have Emergency Response Plans pursuant to the *Emergency Management & Civil Protection Act*;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties hereto), the Parties agree as follows:

Preamble

The Parties hereby acknowledge and agree that the recitals set out in the preamble to this Agreement are true and correct, and form a substantive part of this Agreement.

Definitions

1. In this Agreement,

“*Assisted Municipality*” shall mean the municipality or county receiving aid or assistance pursuant to this Agreement;

“*Assisting Municipality*” shall mean the municipality or county providing aid or assistance pursuant to this Agreement;

“*Emergency Control Group*” shall mean the organizational entity responsible for directing and controlling the Assisted Municipality’s response to an Emergency;

“*Emergency*”, and “*Emergency Response Plan*” shall have the same meanings as in the *Emergency Management & Civil Protection Act*;

“*Mutual Assistance Agreement*” shall mean this Agreement and the attached Schedule(s) which embody the entire Agreement between the Parties;

“*Receiving Party*” means the municipality or county receiving the request for aid, assistance or both pursuant to this Agreement;

“*Requesting Party*” means the municipality or county asking for aid, assistance or both pursuant to this Agreement.

Role of the Ministry of Community Safety and Correctional Services

2. The Parties acknowledge that pursuant to the *Emergency Management & Civil Protection Act* (the “Act”), the Ministry of Community Safety & Correctional Services for the Province of Ontario, through the Office of the Fire Marshal and Emergency Management (OFMEM) is responsible for the administration of the Act, and is the principal contact for all Emergencies.

Authorization to Request / Offer Assistance

3. Each Party hereby authorizes its Chief Administrative Office (“CAO”), or such other senior officer of the Party as the Party has designated by by-law and so notified the other Party, to request assistance and support, to offer to provide assistance or support, and / or accept offers to provide assistance or support, pursuant to this Agreement on behalf of that Party.

Term and Termination

4. This Agreement shall be in effect from the _____, 20____, and continue in effect for a period of _____ years.
5. The Parties may by mutual agreement, in writing, amend or modify this Agreement.
6. Despite any other section of this Agreement, either Party may terminate this Agreement upon providing at least sixty (60) days written notice to the other Party.

Requests for Assistance

7. The Parties agree that in the event of an Emergency, the Assisted Municipality may request assistance or support from the Assisting Municipality, in the form of qualified personnel, services, equipment, or material.
8. The Request for Assistance shall be made by the CAO of the Assisted Municipality, to the CAO of the Assisting Municipality.
 - a) The CAO may make the initial Request for Assistance orally;
 - b) Any Request for Assistance made orally shall be confirmed in writing by the Assisted Municipality within three (3) days of the initial oral request, and shall be in the form as set out in in Schedule "A" ;
 - c) The Assisting Municipality may provide assistance to the Assisted Municipality upon receipt of the oral request, giving time for the Assisting Municipality to coordinate its efforts.
9. The written Request for Assistance:
 - a) Must acknowledge that the aid and assistance sought is governed by the terms of this Agreement; and
 - b) Shall set out, in detail, the specific personnel, services, equipment or material(s) being requested; and
 - c) Shall specify the location where the personnel and equipment are needed.
10. The Assisting Municipality may request such reasonable additional information as it considers necessary to confirm the existence of the Emergency and to assess the type, scope, nature and amount of assistance to be provided.

11. The Assisting Municipality shall respond to the request within one (1) day, and may in its sole discretion determine the type, scope, nature and amount of assistance it will provide, including but not limited to the amount and type of equipment to be sent.
12. The Assisting Municipality shall confirm, in writing, the details of the assistance it is prepared to provide.
13. The Assisting Municipality shall thereafter modify the scope of assistance it is able or willing to provide, upon forty-eight (48) hours written notice to the Assisted Municipality.

Limitations on Assistance Provided

14. Each Party acknowledges that this Agreement, and the requirements herein, are entirely voluntary, and that nothing in this Agreement shall require or obligate, or be construed to require or obligate, a Party to provide aid and /or assistance where or if called upon to do so.
15. Each Party shall retain the right to:
 - a) Refuse the Request for Assistance, and/or
 - b) The right to offer alternative resources than those which have been requested by the Assisted Municipality.
16. Both parties acknowledge that the level of resources available to provide assistance, will be governed by the resources available to the Assisting Municipality, and that the mutual aid provided will inevitably be time-limited, and subject to discussion between the Parties at the time of the Request for Assistance.
17. The Assisting Municipality shall immediately notify the Assisted Municipality, in writing, in the event that the requested personnel or equipment is unavailable.
18. When assistance has been offered or provided by the Assisting Municipality, the terms of this Agreement shall prevail, provided however that the Assisting Municipality shall not be obligated to provide any further assistance, to do anything or take any action beyond that which it initially agreed to provide in response to the Emergency, unless otherwise agreed to in writing.

Withdrawal of Assistance by Assisting Municipality:

19. Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, from withdrawing any or all assistance provided to the Assisted Municipality.
20. Any withdrawal of assistance by the Assisting Municipality shall be made only upon at least forty-eight (48) hours' notice to the Assisted Municipality, and to the Assisted Municipality's Incident Commander.
21. Withdrawal of Assistance without Notice: The Assisting Municipality may withdraw assistance from the Assisted Municipality, without notice, after informing the Assisted Municipality in writing, should the Assisting Municipality be responding to an actual or pending Emergency within its own geographical boundaries.
22. It is understood that the purpose of this section is to maintain order at the emergency scene, and shall not be construed to establish an employer/employee relationship.

Termination of Assistance by Assisted Municipality:

23. The Assisted Municipality may determine in its sole discretion that its requirement for assistance has ceased, and shall notify the Assisting Municipality of this in writing.
24. Upon providing Notice of Termination, the Parties shall consult together with a view to concluding any operations in progress at the time of such termination and facilitating the withdrawal of the assistance.
25. The Assisting Municipality's personnel and equipment shall be released by the Assisted Municipality when:
 - a) The services of the Assisting Municipality are no longer required, or
 - b) When the Assisting Municipality's resources are needed in their primary response area, or
 - c) When the Assisting Municipality has provided Notice of Termination as required by this Agreement.

Costs

26. The Parties agree that any and all direct and indirect costs, including taxes, incurred by either Party, in providing the assistance contemplated by this Agreement, are to be paid by the Assisted Municipality.
27. The Assisted Municipality shall be responsible to pay for, and to reimburse, the Assisting Municipality for any and all actual costs incurred by the Assisting Municipality in providing the assistance.
 - a) Costs referenced and reimbursable shall include:
 - i) All wages and salaries of personnel, including overtime, shift premium(s) and similar charges and expenses incurred;
 - ii) Wages, salaries and shift premium charge(s) incurred by the Assisting Municipality to meet its own staffing requirements in its own jurisdiction during the period of time that the Assisting Municipality is providing aid to the Assisted Municipality, providing that all such costs are reasonable in the circumstances, and justifiable as per any local municipal collective agreement(s), Human Resources records or municipal By-laws;
 - iii) Any and all actual operating costs for all personnel, services, equipment, machinery or material furnished, including but not limited to, costs of fuel, maintenance, repair (reasonable wear and tear excepted) parts;
 - iv) Any and all other items directly attributable to the operation of equipment and machinery, services and material furnished as assistance to the Assisted Municipality under this Agreement.
 - b) The Assisted Municipality shall not be liable to reimburse the Assisting Municipality for the cost of employment benefits for any of the Assisting Municipality personnel, including Canada Pension Plan, Employment Insurance, WSIB, OMERS contributions, and /or contributions made to life insurance, health, dental and/or disability plans or policies.
28. The Assisting Municipality shall provide to the Assisted Municipality, where practical, an estimate of the cost of providing the personnel, equipment and other resources the Assisting Municipality is prepared to provide in responding to an Emergency.
29. Notwithstanding the foregoing, any failure on the part of the Assisting Municipality to provide such estimate in a timely manner, or at all, shall not

invalidate the obligation of the Assisted Municipality to reimburse the Assisting Party for any expense incurred pursuant to this Agreement.

- a) Evidence of any such expense so incurred shall be supplied by the Assisting Municipality in the form of a detailed account as set out in this Agreement.

Payment

30. The Assisting Municipality shall submit an invoice to the Assisted Municipality within three (3) months of the assistance being provided / terminated.
 - a) The invoice shall set out, in sufficient details, the costs actually incurred by the Assisting Municipality, and where practically available, shall include receipts for disbursements in support of the invoice.
 - b)
31. The Assisted Municipality shall remit payment of the invoice within thirty (30) days of receipt of the Assisting Municipality's invoice.
 - a) Any amount remaining unpaid and outstanding after the expiry of thirty (30) days shall bear interest at a rate that shall not exceed the Bank of Canada rate as of the date of the invoice, plus two (2) per cent per annum, until paid in full.
32. Each party agrees to provide the other Party assistance, evidence and/or information, as reasonably necessary, in support of an application for grant monies from any Provincial or Federal Government or agency, at its own expense.

Employment Relationship

33. Each Party shall at all times be responsible to, and for, its own employees, in respect of the payment of wages and other compensation, including but not limited to the responsibility for all statutorily required deductions, pension payments, contributions and/or payments such as W.S.I.B., Employment Insurance, C.P.P. etc.
34. Notwithstanding that the employees, contractors, servants and / or agents (hereinafter collectively referred to as "the Workers") of the Assisting Municipality may be assigned to perform duties for the Assisted Municipality, and that for the duration of the Emergency, the Assisted Municipality shall reimburse the Assisting Municipality for the costs of the wages, salaries and expenses related

to the Assisting Municipality's workers as designated by this Agreement, at all times the workers of the Assisting Municipality will and shall remain employees of the Assisting Municipality, and shall retain their employment or contractual relationship with the Assisting Municipality.

35. The Parties acknowledge and agree that the Assisted Municipality is not to be deemed the employer of the Assisting Municipality's employees, agents, or contractors or servants, under any circumstances or for any purpose whatsoever.
36. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor to constitute any Party to be or act as agent of the other Party.

Indemnity

37. Except as otherwise provided by this Agreement, each Party shall indemnify, save and hold harmless the other Party, the directors, officers, employees and agents of the other Party, from all liabilities, damages, losses, claims, suits, judgments, costs, and expenses, including reasonable legal fees and expenses, directly or indirectly, incurred by the other Party as the result of any third party claims that arise out of, or in connection with the performance or failure of performance of the indemnifying Party's obligations hereunder, or any personnel, equipment, tools, materials or supplies received from or given, supplied or provided by the indemnifying Party pursuant to this Agreement.
38. The Assisting Municipality shall be immune from any liability in connection with:
 - a) Failing, for any reason whatsoever, to respond to a request for assistance or to provide the aid and assistance requested under this Agreement; or
 - b) Any decision made further to a Request for Assistance, whether to assist or not.
39. Neither Party shall make any claim whatsoever against the other Party for its refusal to send the requested personnel or equipment where such refusal is based on the judgment of the Assisting Municipality that such personnel and equipment are either not available or are needed to provide service in the Assisting Municipality's response area.
40. No Party shall be liable for any failure of delay in performance of this Agreement which is caused by circumstances beyond the reasonable control of a Party including without limitation any labour dispute between a Party and its employees.
41. Each Party waives and hereby releases all claims against the other Party for compensation for any loss or damage to persons or property, including personal

injury, or death, occurring as a consequence of the performance of this Agreement by the other Party, or the provision of any personnel, equipment, tools, materials or supplies given, supplied or provided by the other Party in response to a request for assistance.

Insurance

42. During the term of this Agreement, each Party shall obtain and maintain in full force and effect, commercial general liability policy issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, liability coverage for personal injury, and property damage, with the following conditions:
 - a) have inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
 - b) contain a cross-liability clause endorsement and severability of interests clause endorsement of standard wording;
 - c) name the other Party as an additional insured with respect to any claim arising out of the Assisted Municipality's obligations under this Agreement or the Assisting Municipality's provision of personnel, services, equipment or material pursuant to this Agreement; and
 - d) include a Non-Owned Automobile endorsement.
43. During the term of this Agreement, each Party shall obtain and maintain in full force and effect, automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.
44. Upon request of the Other Party, provide proof of insurance if so required in a form satisfactory to the other Party's CAO.

Liaison and Supervision

45. The Incident Commander of the Assisted Municipality shall be in command of the operations under which the equipment and personnel sent by the Assisting Municipality shall serve.
 - a) The Assisting Municipality shall retain control and direct supervision of the Assisting Municipality's human and equipment resources, and shall direct them to meet the needs and tasks assigned by the Incident Commander and the Emergency Control Group of the Assisted Municipality.

46. The Assisting Municipality shall have the right to assign supervisory personnel to operate or supervise the operation of any of the Assisting Municipality's personnel, and / or equipment provided as part of the assistance to the Assisted Municipality.
- a) Such supervision shall be in accordance with the instructions of the Incident Commander and the Emergency Control Group, and shall be for the sole purpose of maintaining order throughout the Emergency.
 - b) The supervision shall not be construed to establish an employer/employee relationship.
47. The Assisting Municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent of the Assisting Municipality (hereinafter referred to as the "Liaison Officer") to the Emergency Control Group of the Assisted Municipality.
- a) The Liaison Officer shall act as a liaison between the Assisting Municipality and the Emergency Control Group of the Assisted Municipality, to permit communication between the Assisted and Assisting Municipalities.
 - b) Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, the Liaison Officer shall be permitted to obtain information, and inform the Assisting Municipality on the status of the Emergency, and the actions taken by the Assisted Municipality.

Information Sharing and Confidentiality

48. Subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the Parties agree to share with each other, information lists or databases detailing the amount, type, capability, and characteristics of personnel, services, equipment or material in the possession of each Party, which may be available to the Requesting Party under this Agreement.
- a) All such information shall be provided without any warranty of any kind as to its accuracy, reliability usefulness or other characteristics.
 - b) Such sharing of information shall occur upon the execution of this Agreement, and the Parties mutually agree to update these information lists from time to time.
49. The Parties hereto agree not to cause, or permit anything which may cause, damage or endanger the intellectual property of the other Party, or the other

Party's right, title or interest in such intellectual property, including but not limited to any action, assistance or involvement of third parties.

50. The Assisting Municipality shall keep confidential and not disclose any information concerning the Emergency or the assistance provided without the prior consent of the Assisted Municipality.
51. The Parties will at all times keep confidential all information acquired in consequence of this Agreement, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory bodies or to their professional advisers where necessary for the performance of their professional services.
 - a) The provisions forming part of this section ("Indemnity") shall survive the expiration or termination of this Agreement.

Food and Lodging

52. Unless specifically instructed otherwise, the Assisted Municipality shall be responsible for providing, at its sole expense, all food, lodging and accommodation required by the personnel of the Assisting Municipality, from the time of their arrival at the designated location to the time of their departure.
 - a) Notwithstanding the above, the personnel and equipment from the Assisting Municipality should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area.
 - b) Where food and lodging cannot be provided in-kind, the Assisted Municipality shall pay a reasonable per diem to personnel for any food and lodging purchased by personnel of the Assisting Municipality, and the per diem amount shall be no less than the Assisted Municipality pays to its own employees as a matter of policy or agreement.

Notice

53. Any notice, or other communication required or permitted to be given or made under this Agreement, shall be made in writing, and shall be effectively given and made if:
 - a) Delivered personally, to the indicated address below, and deemed served on the date of personal delivery,
 - b) Sent by prepaid courier service, and deemed served on the date of delivery by courier,

- c) Sent by registered mail, and deemed served on the fifth (5th) business day following the mailing, provided that the mailing does not occur during an actual or apprehended disruption in postal services, or
 - d) Sent by fax, to the indicated fax number below, and deemed served:
 - i) On the date of faxing provided that:
 - 1. Such day is a business day (being any day except Saturday, Sunday, and/or any day which is designated as a statutory holiday), and
 - 2. Is faxed before the end of business, which is deemed to be 4:30 pm in the recipient's time zone; or
 - ii) On the next business day following the date of faxing.
54. Each party may, from time to time, change its address and/or fax number as indicated above, by providing notice pursuant to the provisions of this Agreement.
55. Any notice given shall be sufficiently given if signed by the CAO or the CAO's designate.

Rights and Remedies

56. Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity in the event of any breach of this Agreement.

Binding Effect

57. This Agreement shall inure to the benefit of, and be binding upon the Parties and their respective successors, administrators and permitted assigns.
58. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.

59. This Agreement is not intended to be exclusive as between the Parties.
- a) Either of the Parties may, as that Party deems necessary or expedient, enter into a separate Mutual Assistance Agreement(s) with any other party as needed for assistance, and
 - b) Entry into such separate Agreements shall not change any relationship or covenant herein contained, unless the Parties hereto mutually agree in writing to such change.

Waiver and Severability

60. A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party, referencing the specific failure to comply, and shall not have the effect of waiving any subsequent failures to comply, whether of the same nature or not.
61. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term shall be modified or deleted in such a manner so as to term, as modified, legal and enforceable to the fullest extent permitted under applicable laws.
62. Any term of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable, shall not invalidate the remaining terms of this Agreement. The remaining terms of this Agreement shall continue in full force and effect.

Incorporation of Schedules

63. This Agreement and the attached Schedule "A", together with the information lists exchanged pursuant to section 52, constitutes the entire Agreement between the Parties, and supersede all prior agreements, understandings, negotiations, and discussions, whether collateral, oral or otherwise, existing between the Parties prior to or at the date of execution.

Provisions Surviving Termination

64. The following sections of this Agreement shall remain in full force and effect after the expiry and / or termination of this Agreement:
- a) Section 2 – Role of the Ministry of Community Safety and Correctional Services;

- b) Section 15 – Right of Refusal to provide assistance;
- c) Sections 27-30 – Costs;
- d) Sections 31-33 – Payment;
- e) Sections 34-37 – Employment Relationship;
- f) Sections 38-42 – Indemnity;
- g) Sections 43-45 – Insurance;
- h) Sections 49-52 – Information sharing and Confidentiality
- i) Section 57 – Rights and Remedies;
- j) Sections 58-59 – Binding Effect;
- k) Sections 65 – Provisions surviving Termination;
- l) Sections 67-68 – Governing Law; and
- m) Sections 68-69 – Arbitration.

Governing Law

- 65. This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, applicable therein.
- 66. The parties agree and attorn that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement.

Arbitration

- 67. The Parties herein agree that in the event of any dispute arising under or pursuant to this Agreement, which dispute cannot be resolved by the mutual agreement of the Parties' CAOs, the CAOs shall refer the dispute to their respective Chairs of the Parties for resolution.
- 68. In the event that the Chairs cannot, resolve the dispute, either Party may, on providing ninety (90) days' written notice to the other, refer the dispute to a third party arbitrator of their mutual choice for resolution, and such arbitration shall be conducted pursuant to the *Arbitration Act*, 1991, S.O. 1991 c. 17, as amended.

Amendments, Alterations and Additions

- 69. This Agreement may be amended, altered or added to only by written agreement between the parties, which agreement is supplemental to this Agreement, and thereafter forms part of this Agreement.

Headings

70. The Parties agree that the headings in this Agreement form no part of the Agreement, and have been inserted for convenience of reference only.

Construction

71. For the purposes of this Agreement,
- a) Words in the singular shall be held to include the plural and vice versa,
 - b) Words of one gender shall be held to include the other gender as the context requires, and
 - c) The word “including” and words of similar import when used in this Agreement, shall mean “including, without limitation”, unless the context otherwise requires, or unless otherwise specified.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**CORPORATION OF THE COUNTY OF
DUFFERIN**

Darren White, Warden

Pam Hillock, Clerk

We have authorization to bind the Corporation

*Authorization By-law No. _____,
passed by County of Dufferin Council on the
_____ day of _____, _____.*

**THE CORPORATION OF THE TOWN OF
CALEDON**

Allan Thompson, Mayor

Carey deGorter, General Manager of
Corporate Services / Town Clerk

We have authorization to bind the Corporation

*Authorization By-law No. _____,
passed by Town of Caledon Council on the
_____ day of _____, _____.*

[Type here]

SCHEDULE "A"

**Mutual Assistance Agreement-Request for Assistance from
the Town of Caledon**

I, _____, Chief Administrative Officer / Designated Official of
The Corporation of the County of Dufferin, duly authorized to do so by the Council of the
Corporation of the County of Dufferin, do hereby request of The Town of Caledon, to provide
assistance in the form of

- _____ PERSONNEL
- _____ SERVICES
- _____ EQUIPMENT
- _____ MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAIL AS FOLLOWS:

-
-
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-
-
-
-
-

The above confirms the assistance verbally requested on _____, and
which assistance The Town of Caledon has agreed to provide.

Dated at _____ this _____ day of _____.

Chief Administrative Officer
The Corporation of the County of Dufferin

[Type here]

SCHEDULE "A"

**Mutual Assistance Agreement-Request for Assistance from
the County of Dufferin**

I, _____, Chief Administrative Officer / Designated Official of
The Corporation of the Town of Caledon, duly authorized to do so by the Council of The
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- MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAIL AS FOLLOWS:

-
-
-
-
-
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-
-
-

The above confirms the assistance verbally requested on _____, and
which assistance The County of Dufferin has agreed to provide.

Dated at _____ this _____ day of _____.

Chief Administrative Officer
The Corporation of the Town of Caledon