



## **GENERAL GOVERNMENT SERVICES COMMITTEE AGENDA**

Thursday, June 28, 2018 at 3:00 p.m.

55 Zina Street, Orangeville – Sutton Room (2<sup>nd</sup> Floor)

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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, 2018 – ITEM #1  
Extension of County Auditors

A report from the Treasurer, dated June 28, 2018, to recommend County auditors for 2018.

#### **Recommendation:**

**THAT the Report, *Extension of County Auditors*, from the Treasurer, dated June 28, 2018, be received;**

**AND THAT a Bylaw be prepared, to appoint BDO Canada LLP as Municipal Auditors for the County of Dufferin for the year 2018.**

2. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #2  
2019 Budget Timetable

A report from the Treasurer, dated June 28, 2018, to propose a timetable for future meetings devoted to the 2019 County Budget.

#### **Recommendation:**

**THAT the Report, *2019 Budget Timetable*, from the Treasurer, dated June 28, 2018 be received;**

**AND THAT the future meetings be set, for the specific dates indicated in the timetable.**

Capital Budget Call to Senior Management	Fri. July 13 <sup>th</sup> , 2018
Capital Budgets to be returned to Treasury by	Fri. Aug. 10 <sup>th</sup> , 2018
Operating Budget Call to Senior Management	Fri. Aug. 3 <sup>rd</sup> , 2018
Operating Budgets to be returned to Treasury by	Fri. Aug. 31 <sup>st</sup> , 2018
Budget Reviews with CAO and Department Heads	October 1 <sup>st</sup> to 5 <sup>th</sup> , 2018
<u>Council discussions:</u>	
Initial “big-picture” Presentation to Council (at regular meeting date)	Thu. Dec. 13 <sup>th</sup> , 2018
Detailed Reviews at Standing Committees	Jan. 24, 2019 during the normal Committee Cycle
Council Budget Discussion 2 w/ <u>Public Consultation</u>	@ Council Feb. 14, 2019
Council Budget Discussion 3, etc. ( <i>as necessary</i> )	@ Council Mar. 14, 2019 plus extra dates if required
Regular Council Meeting - <b>Approval of 2019 Budget through passage of 2019 Estimates Bylaw</b>	<b><u>March or April 2019</u></b>

3. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #3  
Renewal of Paramedic Agreement

A report from the Treasurer, dated June 28, 2018, to recommend renewal of the Paramedic Agreement.

**Recommendation:**

**THAT Report, *Renewal of Paramedic Agreement*, from the Treasurer, dated June 28, 2018, be received,**

**AND THAT the Agreement for provision of Paramedic Services for the years 2019 to 2023 inclusive be passed through a Bylaw at County Council in July 2018.**

4. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #4  
Software Review

A report from the Treasurer, dated June 28, 2018, to seek authorization to hire a consultant to conduct a review of the software programs used throughout the County.

**Recommendation:**

**THAT the report of the Treasurer, titled *Software Review* dated June 28, 2018**

be received;

**AND THAT funds be withdrawn from the Rate Stabilization Reserve for Software Review consulting.**

5. **GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #5**  
**Allocating the 2017 Operations Surplus**

A report from the Treasurer, dated June 28, 2018, to recommend actions in 2018 to allocate the 2017 Operations Surplus (the “Surplus”) to specific purposes.

**Recommendation:**

**THAT the Report, *Allocating the 2017 Operations Surplus*, from the Treasurer, dated June 28, 2018, be received;**

**AND THAT the following actions be taken, using funds now in the Rate Stabilization Reserve:**

- **top-up the Property Acquisition Reserve by \$265,000 to bring it up to a balance of \$500,000, for possible future purchases of property**
- **top-up the Economic Development Reserve, which currently would be reduced to \$40,000 after the 2019 Budget, based on plans specified in the 2018 Budget, by \$110,000 to a balance of \$150,000 for future development projects**
- **apply \$36,400 to various small, completed capital projects that are currently in a net unfunded/deficit position in the Capital Fund**
- **create a new Reserve for the re-configuration of the 1974 Primrose office space, a future capital project, starting with \$350,000**
- **top-up the existing Waste Services Reserve by \$100,000 (from \$208,000 to \$308,000) for anticipated costs to implement some of the suggested actions within the Long-Term Waste Management Strategy, approved by Council in March 2018**
- **create a new \$150,000 Reserve for multiple Studies that are anticipated:**
- **create a new Reserve for an upgrade of the existing software used by the County for financial accounting, payroll processing, Human Resources information systems, Public Works data management, facilities data management, and other functions. A recommended starting point for this new Reserve is \$600,000.**

6. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #6  
Municipal Emergency Readiness Fund Request - Amaranth

A report from the Clerk/Director of Corporate Services, dated June 28, 2018, to seek approval for a request for funding under the Municipal Emergency Readiness Fund by the Township of Amaranth for the purchase Emergency Road Closure Signs.

**Recommendation:**

**THAT the report of the Director of Corporate Services/Clerk dated June 27th, 2018, with respect to Municipal Emergency Readiness Fund Request – Amaranth be received;**

**AND THAT the request by the Township of Amaranth for funding under the Municipal Emergency Readiness Fund be approved to an amount of 50% or the maximum allowable under the fund for the purchase of Emergency Road Closure Signs;**

**AND THAT the Township of Amaranth submit a copy of the paid invoice upon completion of the project for reimbursement of 50% of the cost up to the maximum of \$10,000.**

7. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #7  
Partners for Action Flood Risk Survey

A report from the Clerk/Director of Corporate Services, dated June 28, 2018, to update Committee and Council on the efforts of a University of Waterloo research project being conducted in Dufferin County with support from the County's Emergency Management Division.

**Recommendation:**

**THAT the report of the Director of Corporate Services/Clerk dated June 27, 2018, with respect to Partners for Action Flood Risk Survey be received;**

**AND THAT representatives from Partners for Action be invited to present their findings to Council once they are published.**

8. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #8  
Request for Proposal (RFP) – Building Permit Software

A report from the Clerk/Director of Corporate Services, dated June 28, 2018, to seek approval to delegate to staff authority to award a Request for Proposal for Building Permit Software.

**Recommendation:**

**THAT the report from the Director of Corporate Services/Clerk dated June 28, 2018 with respect to a request for Proposal (RFP) – Building Permit Software, be received;**

**AND THAT staff be authorized to proceed with an RFP for Building Permit Software and that the Director of Corporate Services be given authority to award the RFP after the procurement process has been completed.**

9. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #9  
Legislative Update – Report #2 – Modernizing Ontario’s Municipal Legislation Act

A report from the Clerk/Director of Corporate Services, dated June 28, 2018, to update Council on the Modernizing Ontario’s Municipal Legislation Act.

**Recommendation:**

**THAT the report of the Director of Corporate Services/Clerk dated May 24, 2018, with respect to Legislative Update- Modernizing Ontario’s Municipal Legislation Act, be received;**

**AND THAT staff be directed to begin drafting the mandatory policies under the legislation in order to comply with the March 1, 2019 deadline and seek Council participation in any proposed changes to the procedural by-law and report back to committee.**

10. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #10  
Conference Attendance – Corporate Services Staff

A report from the Clerk/Director of Corporate Services, dated June 28, 2018, to provide information about Corporate Services staffs’ attendance at recent conferences.

**Recommendation:**

**THAT the report dated June 28, 2018, from the Clerk/Director of Corporate Services regarding Conference Attendance, be received.**

11. GENERAL GOVERNMENT SERVICES – June 28, 2018 – ITEM #11  
Joint All Councils Orientation

A report from the Clerk/Director of Corporate Services, dated June 28, 2018, to inform Council of a Joint All-Council Orientation being organized for after the municipal election in October 2018.

**Recommendation:**

**THAT the report from the Director of Corporate Services/Clerk dated June 28, 2018 with respect to a joint All-Councils Orientation be received.**

**Next Meeting**

Thursday, August 23, 2018 at 3:00 p.m.

55 Zina Street, Orangeville – Sutton Room (2nd Floor)



## REPORT TO COMMITTEE

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

**From:** Alan Selby, Treasurer

**Meeting Date:** Thursday June 28, 2018

**Subject:** Extension of County Auditors

**In Support of Strategic Plan Priorities and Objectives:**

Service Excellence: 4.3 Enhance value for money

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### **Purpose**

The purpose of this report is to recommend County auditors for 2018.

### **Background and Discussion**

In 2015, following an RFP (Request for Proposals) process, BDO Canada LLP was appointed as County auditors for the three years 2015, 2016, 2017 through County Bylaw 2015-32. Under Section 3.11 of the RFP the opportunity for an additional one year extension is permitted.

### **Financial, Staffing, Legal and IT Considerations**

The 2015 RFP resulted in several bids received from audit firms. They were very close in quality and price. An RFP in 2018 would most likely have similar results.

BDO Canada LLP have been excellent to work with for the past three audit year-ends. In the opinion of Treasury staff, there would be little or nothing to gain, qualitatively or financially, from conducting an RFP this year, for County auditors.

The Municipal Act states (in s. 296(3)) that a municipal auditor shall not be appointed for a term exceeding five years. With a municipal election coming up in 2018, staff recommend that Council extends the current auditors for one more fiscal year (2018), and that staff be directed to conduct an RFP for auditors during 2019.

### **Strategic Direction and County of Dufferin Principles**

Appointing municipal auditors is an identified action in support of the strategic objective to enhance value for money. It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively addressing the need to appoint municipal auditors under the Municipal Act;
2. We Deliver Quality Service – by working with the municipal auditors, to assist them in performing the annual audit in an efficient manner;
3. We Communicate – by sharing results of the annual audit with staff, Council, and the community, in the annual presentation to Council;
4. We Make Good Decisions – by evaluating the services provided by the County’s auditors, and by opening up the auditing service to the marketplace, within the time-frames specified by the Municipal Act.

**Recommendation**

**THAT the Report, *Extension of County Auditors*, from the Treasurer, dated June 28, 2018, be received;**

**AND THAT a Bylaw be prepared, to appoint BDO Canada LLP as Municipal Auditors for the County of Dufferin for the year 2018.**

Respectfully Submitted by:

Alan Selby, CPA CGA  
County Treasurer





## REPORT TO COMMITTEE

**To:** Chair McGhee and Members of General Government Services

**From:** Alan Selby, Treasurer

**Meeting Date:** June 28, 2018

**Subject:** 2019 Budget Timetable

### **In Support of Strategic Plan Priorities and Objectives:**

Communications and Connections: 2.4 Promote internal communications

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### **Purpose**

The purpose of this report is to propose a timetable for future meetings devoted to the 2019 County Budget.

### **Background and Discussion**

Dates should be established for the various meetings required to develop, and ultimately adopt, the 2019 Budget. This will enable the Treasury Department to have clear deadlines, for inclusion in the internal communications to be sent to other County departments, regarding the assembly of financial data.

### **Financial, Staffing, Legal and IT Considerations**

The objective for the County is to develop its annual budget at an earlier stage than its local municipalities. This provides clarity for County staff, regarding 2019 projects, and enables the preparation and release of tender and RFP documents at an earlier point. Also, it can sometimes prove helpful for the local municipalities to be aware of the details of the County's budget, when they are assembling their local budgets.

The year 2018 is an Election Year, and so the 2019 Budget is the first budget under the responsibility of the new Council, that takes office in December 2018. This delays the budget process somewhat, in respect of the Council discussion phase (normally the presentations to Council would begin in October). However, as in past Election Years, the County staff may still do the background assembly of the budget material, prior to the new Council taking office, along time-lines similar to non-election years.

Here are the dates proposed for the 2019 County Budget development:

Capital Budget Call to Senior Management	Fri. July 13 <sup>th</sup> , 2018
Capital Budgets to be returned to Treasury by	Fri. Aug. 10 <sup>th</sup> , 2018
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Council Budget Discussion 3, etc. ( <i>as necessary</i> )	@ Council Mar. 14, 2019 plus extra dates if required
Regular Council Meeting - <b>Approval of 2019 Budget through passage of 2019 Estimates Bylaw</b>	<b><u>March or April 2019</u></b>

A brief presentation would take place at County Council December 13<sup>th</sup>, to outline the contents of the 2019 budget package, and highlight specific points of interest. This presentation will take a high-level overview of the 2019 starting position. Copies of the Presentation would be provided to Council.

A complete budget package, Capital plus Operating combined, would then be made available to Council members following the December 13<sup>th</sup> Presentation and Overview.

It is expected that the final Tax Levy figure for 2019 will be determined by the March 2019 County Council meeting, and that the 2019 Estimates Bylaw would then be placed on the Council Agenda for April 2019 (or possibly in March).

Finally, staff is aware of another potential complication in the budget process. Election of a new Provincial government in June 2018 could lead to significant changes to the many grants and subsidies relied upon by the County in 2019, based on the contents of the first Provincial Budget of the new government.

It is the intention of this proposed Budget Timetable, however, to proceed as if there won't be major impacts coming. This proposed Timetable would likely result in the

passing of the 2019 Dufferin County Budget before the release of the Provincial Budget for the 2019/2020 fiscal year (expected to happen in March or April 2019).

If it becomes necessary, there could be amendments made to the adopted 2019 County Budget, in reaction to decisions arising from the Provincial Budget. Amendments would be somewhat subject to time pressure, however, keeping an awareness of avoiding any undue impact on the timing of 2019 final tax billing.

**Strategic Direction and County of Dufferin Principles:** Specific timing for the stages of budget development is an identified action in support of the strategic objective to promote communication among County departments, the Council, and the public. It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively addressing expectations for timely budget discussions;
2. We Deliver Quality Service – by providing an organized process for budget development, and by enforcing deadlines;
3. We Communicate – by sharing budget planning with staff, Council, and the community;
4. We Make Good Decisions – by working with stakeholders to ensure financial data is accurate, timely, and clearly presented, so that stakeholders can be well-informed, as they work towards their decisions

### **Recommendation**

**THAT the Report, 2019 Budget Timetable, from the Treasurer, dated June 28, 2018 be received;**

**AND THAT the future meetings be set, for the specific dates indicated in the timetable.**

Capital Budget Call to Senior Management	Fri. July 13 <sup>th</sup> , 2018
Capital Budgets to be returned to Treasury by	Fri. Aug. 10 <sup>th</sup> , 2018
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Respectfully Submitted by,

Alan Selby, B. Math, CPA, CGA  
County Treasurer



## REPORT TO COMMITTEE

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

**From:** Alan Selby, Treasurer

**Meeting Date:** June 28, 2018

**Subject:** Renewal of Paramedic Agreement

**In Support of Strategic Plan Priorities and Objectives:**

Service Excellence: 4.3 Enhance value for Money

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### **Purpose**

The purpose of this report is to recommend renewal of the Paramedic Agreement.

### **Background and Discussion**

The agreement with Headwaters Health Centre for provision of paramedic services was extended until the end of 2018. After consideration of service delivery options, in 2017, direction was given to staff, to conduct negotiations with Headwaters Healthcare for a new Paramedic Services contract, for the five years 2019 to 2023 inclusive. Meetings have been held to review the current agreement, and bring forward an updated version, to cover the five years 2019 to 2023 inclusive.

The County Treasurer and the Chief of Paramedic Services met with the Headwaters V.P. Mr. Varga, and together a renewed agreement was drafted. An updated draft document was then reviewed by each person individually, and a final version is here for approval. There are no significant changes from the previous agreement.

### **Financial, Staffing, Legal and IT Considerations**

The contracted paramedic service is invoiced monthly to the County, and the cost is subsidized by the Ministry of Health.

Council receives annual reports on the performance of the service. Performance metrics were consistently achieved, and often surpassed, and the current arrangement has been satisfactory to both parties, so the contract is being extended. There is one increase in service level, taking effect in July 2018, which was discussed and approved as part of the 2018 County Budget.

### **Strategic Direction and County of Dufferin Principles**

Reviews and updates of current policies and procedures is an identified action in support of the strategic objective of Service Excellence. It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively addressing expiring service agreements and ensuring new agreements are put in place;
2. We Deliver Quality Service – by an annual review of the performance of the paramedic service, as measured by targets established by the Ministry of Health and Long Term Care;
3. We Communicate – by sharing performance results annually with County Council and the public;
4. We Make Good Decisions – by working with the service provider to ensure that service delivery is efficient and effective.

### **Recommendation**

**THAT Report, *Renewal of Paramedic Agreement*, from the Treasurer, dated June 28, 2018, be received,**

**AND THAT the Agreement for provision of Paramedic Services for the years 2019 to 2023 inclusive be passed through a Bylaw at County Council in July 2018.**

Respectfully Submitted by:

Alan Selby, CPA CGA  
County Treasurer

ATTACHMENT: Paramedic Services Agreement

**THIS AGREEMENT prepared in triplicate on the 1<sup>st</sup> day of June, 2018.**

**BETWEEN:**

**Corporation of the County of Dufferin  
(the “County”)**

**-and**

**Headwaters Healthcare Centre  
(the “Operator”)**

WHEREAS:

1. The County is, pursuant to the relevant provisions of the Ambulance Act, R.S.O., 1990, chapter A.19, as amended (the “Act”), responsible for ensuring the proper provision of land ambulance services (“Land Ambulance Services”) throughout the County of Dufferin.
2. The County is authorized, pursuant to the relevant provisions of the Act, to enter into an agreement for the provision of land ambulance services.
3. The Operator has offered its services to assist in the provision of such land ambulance services.
4. The County and the Operator shall work in partnership to ensure continued excellence in ambulance service.

**SECTION 1 - DEFINITIONS**

1. In this agreement

“Accommodations” means ambulance stations or bases used to house ambulance vehicles, equipment and personnel.

“Agreement” means this Land Ambulance Service agreement between the County and the Operator.

“Act” means the Ambulance Act, R.S.O. 1990, chapter A.19, as amended, and all regulations thereunder, as same may be amended from time to time.

“Ambulance” has the same meaning as provided under the Act.

“Base Hospital” means a hospital designated as a base hospital by the Minister in accordance with Section 4(2)(d) of the Act.

“CACCC” means the Central Ambulance Communications Centre, also known as the dispatch centre.

“Chief” shall mean the Chief of Dufferin County Ambulance Services described in Section 4(6) hereof.

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

“Dispatcher” has the same meaning that it has under the Regulations.

“Emergency Health Services Branch” or “EHSB” means the branch responsible for the Act and its Regulations through the Ministry of Health.

“Land Ambulance Services” means the provision of an ambulance service, as defined in the Act and in this Agreement, all strictly in accordance with the best practices in the ambulance service industry and as required by law, and in conformity with all policies, directives and standards of the Ministry of Health and any other competent authority, made, issued, promulgated and ordered from time to time. Provided that the standard of Land Ambulance Services or any particular aspect thereof provided by the Operator hereunder shall in any event be no less than the standard of service or any particular aspect thereof being provided by the Operator as at September 1, 2000.

“Medical Director” is a physician in full time practice of emergency medicine and on the active staff of a hospital emergency unit, who holds a recognized medical specialty in emergency medicine and is knowledgeable in supervising, training, delegating, and directing pre-hospital emergency care providers in the delivery of basic and advanced life and who has been designated by the Base Hospital as Medical Director of the base hospital program.



“Operational Plan” means the operational plan referred to in Section 2(6) of this agreement”

“Operator” means the Headwaters Healthcare Centre.

“Paramedic” means a person who meets all the requirements of the Act for employment as a paramedic, and who possesses the certification for any delegated medical act which he or she is trained to do.

“Primary Care Paramedic” means a paramedic who is authorized by the Medical Director of a base hospital program to perform one or more of the controlled act referred to in Schedule 1 of the regulations.

“Regulations” means Regulation 501/97, as amended, made under the Act.

“Service Duty Supervisor” means the Service Duty Supervisor under Section 3(4) of this agreement.

## **SECTION 2 – GENERAL**

- 2.1 The term of this Agreement shall be for a period of five years, commencing on January 1<sup>st</sup>, 2019, and, unless terminated earlier, ending on December 31<sup>st</sup>, 2023.
- 2.2 The parties may, by mutual agreement in writing, extend the term of this agreement for a two-year period from the expiry of the original term.
- 2.3 Commencing January 1st, 2019, the Operator shall provide the County with Land Ambulance Services in accordance with this agreement.
- 2.4 The Operator shall not be required to provide Land Ambulance Services exclusively to the geographic area of the County of Dufferin provided that the Operator’s obligations under this agreement in regard to the area of the County of Dufferin shall, subject to the following, always take priority and receive preference. County-owned vehicles and equipment shall be used only for the purposes of this agreement, it being understood that the provision of Land Ambulance Services to neighbouring municipalities at the direction of the CACC is deemed to be within the purposes of this agreement.

- 2.5 The County shall use the Operator's services as and when required, but shall be under no obligation to provide a guaranteed minimum level of activity or call volume to the Operator. The County shall use no other land ambulance service provider while this Agreement is in force.
- 2.6 The Operator shall each and every year that this Agreement is in force, provide the County with an up to date Operational Plan and Human Resource Management Plan together with a budget setting out the itemized cost of the plan, consistent with the particulars of the Land Ambulance Services. This information shall be provided as requested by the County IAW County Budget Schedule.
- 2.7 The operational plan shall effectively address the needs of the Land Ambulance Services in the County. The County may require such changes to the Operational Plan as it deems appropriate where such changes are necessary or desirable to meet the County's statutory responsibilities or the standard of Land Ambulance Services required in this agreement. The County shall obtain input on all such changes from the Operator, provided that the parties agree that the final decision respecting such changes shall be made by County in its sole discretion.
- 2.8 The Operator shall co-operate with the County and other emergency services, including area Fire Departments, in designing and implementing complementary and effective emergency services, including tiered response agreement.
- 2.9 The Operator shall carry out all of its operations in a safe environment and in full compliance with the requirements of the Occupational Health & Safety Act, as amended and all regulations made thereunder.
- 2.10 The Operator, when outside the County in accordance with the terms of this Agreement, shall at all times follow the direction of CACC as required by the Act.
- 2.11 The Operator shall develop, implement and keep up to date an Operational Policy and Procedure Manual which demonstrates how the operator will co-operate, co-ordinate and accommodate the community, including residents, physicians, and other emergency

- service providers in the provision of Land Ambulance Services. The Operational Policy and Procedure Manual and any amendment thereto, shall be subject to the approval of the County.
- 2.12 The Operator shall provide at least two hundred hours of public relations or special events or community service annual as directed by the County as part of the obligation to provide Land Ambulance Services. Such services shall prominently feature the County as the service provider and such other information as the County may reasonably require. The Operator may use vehicles and equipment owned by the County during these public relations campaigns, provided the vehicles and equipment are not scheduled for services as set out by this Agreement or unless the County otherwise does not wish to make such vehicles or equipment available. The Operator shall provide the County with a report of the events and hours covered on an annual basis.
- 2.13 Neither Party shall assign this Agreement in whole or in part without first obtaining written consent from the other party which consent may be arbitrarily or unreasonably withheld. Any assignment made contrary to this provision shall constitute a default entitling the non-defaulting party to terminate this Agreement forthwith or on such notice as the non-defaulting part determines in its discretion.
- 2.14 Either party may, without cause, on not less than twelve months written notice, terminate this agreement. The termination must be authorized and be evidenced by a resolution of County, for a termination by the County or by a resolution of the Board of Governors of the Operator, in the case of a termination by the Operator. During the notice period, the obligations of the parties hereunder shall continue unchanged, except that the Operator shall co-operate with the County in the smooth transition of the provision of Land Ambulance Services to a new provider.

### **SECTION 3 – SERVICE STANDARDS**

- 3.1 The Operator shall provide the Land Ambulance Services in accordance with the standards set forth in this Agreement.

- 3.2 The Operator warrants that it will hold and retain all necessary certificates, licences, permits, consents, and any authorization (collectively “Certificate”) under the Act to operate an ambulance service and to provide the Land Ambulance Services. The Operator shall, at all times, maintain the Certificates during the currency of this Agreement. The Operator shall produce a copy of all such certificates to the County upon request.
- 3.3 In the event that any of the Certificates are at any time, terminated, suspended, allowed to lapse or made conditional, the Operator shall notify the County immediately. Upon receipt of such notice, or upon the County obtaining such information from any other source, the County may, at its option, forthwith terminate this agreement.
- 3.4 The Operator shall have available a Service Duty Supervisor (either on duty or on call) twenty-four hours a day, seven days a week, for the purpose of addressing all service delivery issues in the provision of Land Ambulance Services.
- 3.5 Land Ambulance Services shall be continuously available twenty-four hours a day, every day for the duration of this Agreement.
- 3.6 The Operator shall provide emergency and non-emergency Land Ambulance Services in accordance with the approved Ministry of Health and Long Term Care Emergency Health Services Certification Standards.
- 3.7 For each ambulance call, the Operator shall utilize two qualified Paramedics, with a least one having the Primary Care Paramedic level qualifications (Symptom Relief and Auto Defibrillation). When or if providing first response, the Operator shall use one qualified Paramedic with Primary Care qualifications. Each Paramedic must hold the qualifications as set out in the Regulations, or meet such conditions as may be prescribed by Regulations or determined by the Medical Director of the Base Hospital.
- 3.8 Where the Operator proposes to employ a new Paramedic, the Operator shall do so in accordance with the Act and any existing employment contract or collective agreement. The Operator shall make every reasonable effort to recruit qualified Paramedics.

- 3.9 The Operator shall comply with medical protocols established by the Medical Director of the Base Hospital Program as approved by the Ontario Ministry of Health and Long-Term Care (the “Ministry”).
- 3.10 The Operator shall not permit any person to drive or operate an Ambulance without a valid and current driver’s license authorizing that person to drive an Ambulance in Ontario.
- 3.11 The Operator shall, in the provision of Land Ambulance Services:
- 3.11.1 each employee shall have on their person identification, while on duty, from the Ministry of Health and Long Term Care – Emergency Health Services; and
- 3.11.2 use only employees current in all required certifications
- 3.11.3 abide by the provisions of the Act, all other relevant legislation and regulations, and all policies and directives of the County and/or the Ministry.

in addition to complying with the requirements of this Agreement and the Act.

#### **SECTION 4 - LABOUR RELATIONS**

- 4.1 The Operator shall maintain a labour-management environment that promotes the effective, efficient, and uninterrupted delivery of Land Ambulance Services which shall include dispute resolution, a management/labour communication strategy and staff training programs in accordance with its Collective Bargaining Agreement.
- 4.2 The Operator and the County of Dufferin shall communicate during the Labour Management Collective Bargaining, including grievances and arbitration.
- 4.3 Where it is evident that the Operator may be unable to fulfill its obligations to provide continuous service as required by this Agreement, the Operator shall forthwith notify the County. Upon receipt of such notice, or upon the County obtaining such information

from any other source, the County may, at its sole option, suspend the operation of this Agreement in whole or in part for such period as the County deems appropriate. The Operator shall not make or have any claim for loss, whether economic or otherwise, costs, damages, expenses or fees, against the County as the direct or indirect result of any such suspension. The County may, at its option, recover County owned ambulances, vehicles and equipment from the Operator and engage other persons to provide the Land Ambulance Services, during any period of suspension.

- 4.4 The Operator shall maintain an active Health and Safety Program in accordance with the Act, the Occupational Health and Safety Act as amended and any regulations made thereunder, the Workplace Safety and Insurance Act, as amended, and any regulations made thereunder, and any relevant employee contracts or collective agreements as same may be amended from time to time. The Operator acknowledges that it is the employer of its staff for the purposes of such statutes and that the Operator shall comply with all obligations of an employer under the said or similar statutes.
- 4.5 The Operator shall be deemed to be the employer of the employees necessary to provide the delivery of Land Ambulance Services under this Agreement. The Operator shall be responsible to submit all costs related to grievances, arbitrations, and all other labour relations costs with its employees.
- 4.6 The Operator shall employ a Chief of ambulance delivery services (the "Chief"). The Chief shall be the individual charged with managing the provision of Land Ambulance Services to the County, under this Agreement, provided this shall not, in any event, **notwithstanding anything in this agreement to the contrary**, relieve, qualify, limit or excuse the Operator of, or from, the Operator's duty to provide and be responsible for the provision of Land Ambulance Services under the terms of this Agreement. The Chief shall not be terminated or replaced by the Operator, except upon not less than 5 months' notice, to both the Chief and the County, except for dismissal for cause **without notice**. The Operator shall collaborate prior to hiring a replacement Chief.
- 4.7 The parties agree that the Chief will be responsible for the day-to-day operation of Land Ambulance Services under this Agreement.

## **SECTION 5 - TRAINING AND TESTING OF PERSONNEL**

- 5.1 The Medical Director, in consultation with the County or the County's designate, shall be responsible for establishing minimum standards for commencing employment of all personnel employed by the Operator in the provision of Land Ambulance Services. The Medical Director, in consultation with the Chief, shall also be responsible for Advanced Life Support, continuing medical education, and quality assurance of Emergency Medical Personnel. This section shall not limit, or be deemed to limit, the obligations of the Operator to meet the standards of the Act and his Agreement.
- 5.2 The Operator shall, on an annual basis, assess the training needs of each employee and evaluate whether the assessed training needs of employees are met. Theoretical knowledge and practical skills relevant to all aspects of Land Ambulance Services shall be provided directly or in conjunction with support groups such as a Base Hospital Program, Regional Training Co-ordinator, Emergency Health Services Branch or any other agency or program, where applicable.
- 5.3 Where appropriate, the Operator and the Base Hospital Program shall consult with and obtain approval from the County in matters pertaining to the training and testing of the Operator's personnel.
- 5.4 The Operator shall make every reasonable effort to communicate with the Medical Director, concerning medical or patient care issues directly related to employees, as appropriately deemed by the Chief, and shall be provided with copies of all written communications without delay.
- 5.5 For the purpose of quality assurance, the Operator will, upon request, provide all relevant documentation concerning employee testing and training, patient care delivery and documentation, and any other related information, promptly and without costs, to the County, its designate, or Base Hospital Program staff. In addition, a designate of the County and/or Base Hospital Program staff may observe patient care delivery.

## **SECTION 6 – VEHICLES AND EQUIPMENT**

- 6.1 It is acknowledged and agreed that Ambulances, vehicles and equipment required to provide services under this Agreement, including replacement of vehicles and equipment when necessary, shall be provided by the County. The Operator shall use such Ambulances, vehicles and equipment only for the provision of Land Ambulance Services under this Agreement in accordance with direction from CACC. Where the Operator is of the view that more efficient and economical provision of the Land Ambulance Services may result if there is a change in any aspect of the use of the Ambulances, vehicles or equipment, the Operator shall submit a proposal in writing to the County. The County may, but shall not be obliged to, consent to any additional or other use of Ambulances, vehicles or equipment or additional ambulances, vehicles or equipment.
- 6.2 The County shall retain ownership of the Ambulance fleet and responsibility for the procurement of new ambulances. Standards for vehicle life and replacement or refurbishment will be established by the County, but in general, will be similar to the Ministry's guidelines.
- 6.3 The Operator shall not at any time pledge, assign, charge or post as security of any kind, any ambulance, vehicle or equipment.
- 6.4 The Operator shall use only Ambulances or other appropriate emergency response vehicles provided or approved by the County for the provision of the Land Ambulance Services.
- 6.5 The Operator shall not enter into any agreement or contract with another party in providing Land Ambulance Services, utilizing the County's ambulances or vehicles or equipment, without first obtaining prior written approval from the County.
- 6.6 The Operator shall properly care for, maintain and operate ambulances, vehicles and equipment in accordance with the Act and any other statute or regulation made thereunder and this Agreement.
- 6.7 The Operator shall be fully and totally responsible for all liability loss, costs, damages, claims, expenses and fees, including legal and



investigative expenses, arising as the direct or indirect result of the misuse of the ambulances, vehicles or equipment, other than when caused by the negligence of the County.

- 6.8 Without limiting the generality of Section 6(7), the Operator shall be responsible for all traffic infractions incurred in the operation or use of any ambulance or vehicle.
- 6.9 Each ambulance provided or approved shall have all features, equipment and supplies required by the regulations.
- 6.10 The Operator shall, at all times, ensure that the features, equipment and supplies referred to above remain with the ambulances and other emergency response vehicles to which they have been assigned, or in which they have been installed, and where they are left at some place other than the ambulances and other emergency response vehicles, the Operator shall make all such arrangements as necessary to ensure that they are either returned, replaced or properly reinstalled, as appropriate, in the ambulances and emergency response vehicles in a timely fashion.
- 6.11 Ambulances, and other emergency response vehicles and equipment, provided by, or paid for by, the County for use in the provision of Land ambulance services, shall be kept at County accommodations, or another secure area, unless the vehicle is assigned to a maintenance or safety inspection facility, or is otherwise assigned by the Operator or Dispatcher, or is involved in community service.
- 6.12 The Operator, working in co-operation with the County, shall at all times be responsible for registering, licensing, testing and inspecting the ambulances, vehicles or equipment as required by any government or authority during the term of this agreement.

## **SECTION 7 – MAINTENANCE OF VEHICLES AND EQUIPMENT**

- 7.1 The Operator shall ensure that each ambulance and other emergency response vehicle and item of equipment, provided or approved by the County for use in the provision of land ambulance services, is maintained in a safe mechanical condition and in proper working order. The vehicle maintenance program details in the Ministry's "Compulsory Preventative Maintenance Schedule" shall be followed. The Operator

shall take all reasonable and practical measures as may be necessary to ensure that each ambulance and other emergency response vehicle and item of equipment is clean and sanitary.

7.2 The Operator shall notify the County of any major repair and major maintenance requirements immediately upon becoming aware of such requirements and the County shall ensure that any required major repair or major maintenance is undertaken immediately. The Operator shall follow the County's Procurement Policy for all repairs and maintenance.

7.3 The Operator shall schedule routine minor repairs and minor maintenance to ambulances, vehicles and all equipment in accordance with the manufacturer's recommendations, directives and any additional agreement between the County and the Operator, regarding maintenance and use of ambulances, vehicles and equipment.

7.4 The Operator shall ensure that all equipment, materials and supplies shall be installed and secured in the vehicle and a safe manner in accordance with the Act or guidelines issued by the manufacturer, and in accordance with the health and safety requirements set out in the Occupational Health & Safety Act, as amended, and all regulations made thereunder.

7.5 The Operator shall ensure that an inventory of all equipment, materials, supplies, ambulances and vehicles provided by or paid for by the County for use in the provision of land ambulance services is maintained in accordance with the Act and the guidelines of the manufacturer.

7.6 The Operator shall not make any changes to ambulances and other emergency response vehicles or equipment provided by or paid for by the County without prior written approval of the County. No changes shall be made that would result in the ambulances and other emergency response vehicles or equipment no longer meeting the approved standards for land ambulance services set out in this agreement.

## **SECTION 8 – CONSUMABLES**

- 8.1 The Operator shall provide all materials and supplies required for the provision of land ambulance services.
- 8.2 Payment to the Operator for consumables shall be made in accordance with Section 15 of this agreement.

## **SECTION 9 – RADIO AND OTHER COMMUNICATIONS EQUIPMENT**

- 9.1 Each party acknowledges that ownership and maintenance responsibilities, with respect to radio and other communications equipment, rest with the Ministry.
- 9.2 Radio and other communications equipment, or appropriate funding for such equipment, required for the provision of land ambulance services in accordance with this Agreement, shall be provided to the Operator by the Ministry in accordance with the Ministry's directives (the "Directives") on telecommunications equipment.
- 9.3 The Operator shall ensure that all radio and communications equipment provided or approved by the Ministry for use in the provision of Land Ambulance Services is in a safe operating condition and is in proper working order. The Operator shall schedule repair and maintenance and use of communications equipment.
- 9.4 The Operator shall ensure that all radio equipment is protected from damage due to misuse or lack of maintenance.
- 9.5 The Operator shall use only such radio and communications equipment in the delivery of land ambulance services as is approved by the Ministry and the County.

## **SECTION 10 – ACCOMMODATIONS**

- 10.1 The County shall provide accommodations for ambulances, including vehicles, equipment and personnel in order for the provision of Land Ambulance Services hereunder.

10.2 The current locations of the accommodations are:

325 Blind Line, Orangeville, Ontario  
301 Rintoul Crescent, Shelburne, Ontario  
66 Main Street, Grand Valley, Ontario

10.3 The County may, at its discretion, undertake an “Optimal Ambulance Station Study”. The County has the right to implement any or all of the recommendation of the study, subject to adjustments in this Agreement as agreed to by the parties, including but not limited to changes in the locations of accommodations.

### **SECTION 11- SECURITY**

The County and the Operator shall jointly ensure security measures for the accommodations, ambulances and vehicles and equipment in accordance with the Act and this Agreement and as directed from time to time by the County in order to safeguard them from theft, damage or vandalism.

Only hazardous materials required for land ambulance and emergency services shall be stored at any of the accommodations. Such storage shall be in accordance with approved methods.

### **SECTION 12 – OPERATIONAL REQUIREMENTS**

12.1 Land Ambulance Services shall be provided within the area of the County of Dufferin, and as directed by a Dispatcher or CACC. The Operator shall provide Ambulance Services under this Agreement beyond this area only as directed by a Dispatcher or CACC.

12.2 The Operator shall be entitled to participate in “Special Events” coverage, provided that the Operator adheres to the Act and this Agreement.

12.3 The Operator shall at all times direct the operation for the provision of Land Ambulance Services in accordance with the Act, other relevant federal and provincial legislation and this Agreement, working in co-operation with the County.

### **SECTION 13 – CONFIDENTIALITY OF INFORMATION**

- 13.1 It is acknowledged and agreed that information exchanged between the parties, for the purposes of carrying out the terms of this Agreement, is confidential and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act as amended and the regulations made thereunder (the “MFIPPA”) and any other relevant legislation and regulation.
- 13.2 The Operator and the County shall not, at any time, disclose any such information without the consent of the other party first being obtained and such consent not to be unreasonably withheld, except where ordered to under the MFIPPA, by the Information and Privacy Commissioner or by a court of competent jurisdiction.
- 13.3 The Operator and the County shall comply with PHIPA.

### **SECTION 14 – EXCLUSIVITY**

- 14.1 The Operator shall ensure that the Ambulances and other emergency response vehicles, equipment, material and supplies provided by or paid for by the County shall be used exclusively for the purpose of discharging the Operators’ obligations under this Agreement and for no other purpose unless such purpose is authorized, in advance and in writing, by the County.

### **SECTION 15 – FINANCIAL**

- 15.1 Services provided through this Agreement are on a cost recovery basis.
- 15.2 Through the Agreement, the Operator shall be responsible for providing the following aspects of Land Ambulance Services: all labour and associated personnel costs, all medical supplies and consumables, general supplies related to operation, professional liability and medical malpractice insurance, and any other related direct costs that may be determined from time to time by both parties.
- 15.3 The Operator shall be eligible to charge a management fee over and above the direct cost of providing Land Ambulance Services to the

County. The fee shall be negotiated by the two parties during the County budget process.

15.4 Through the Agreement, the County shall be directly responsible for providing Land Ambulance accommodations and the associated operating, insurance, maintenance and repair requirements; telecommunication and information technology equipment and support; and all vehicle equipment including the necessary maintenance, repairs and insurance.

15.5 On a monthly basis, the Operator shall provide, in a timely manner, an invoice for 1/12 of the approved budget amount. If requested, by the County, the Operator shall also provide additional information including but not limited to a comparison of actual expenditures to budgeted expenditures with an explanation of any significant variances from budget and a forecast or projected expenditures with an explanation of any significant variances from budget and a forecast of projected expenditures to year-end.

15.6 The Operator shall notify the County immediately if it appears that actual expenditures will exceed budgeted expenditures at year-end by more than 5%.

## **SECTION 16 – REPORTS AND RECORDS**

16.1 The Operator shall maintain operational records in an up-to-date manner. Operation records include, but are not limited to incident reports, ambulance call reports, tachograph, chart reviews, service review documents, and other related documents.

16.2 The Operator shall maintain and submit financial reports and other reports pertaining to the provision of Land Ambulance Services as required by the County from time to time.

16.3 Subject to Section 5.5, the County may, at any time, request the Operator to allow access for inspection of all records relating to the provision of the Land Ambulance Services. The Operator shall produce such records within five (5) business days of the request being made. The County may photocopy any and all such reports, as in its discretion it deems appropriate.

16.4 The Operator shall report each and every complaint, accident, claim or incident associated with the services under this Agreement to the County in writing with full detail within two (2) weeks of the incident being reported to the Operator.

16.5 All incident, call, collision, and other reports associated with the provision of Land Ambulance Services shall be retained by the Operator until the latter of six years from the patient turning 18, or six years from the date of the event.

## **SECTION 17 – INSURANCE AND INDEMNITY**

17.1 Notwithstanding anything else in this Agreement, it is agreed that each party shall be liable for its own acts and omissions and for anyone for whom that party is responsible for at law.

17.2 The Operator shall indemnify and save harmless the County from and against any and all claims for injury, loss, costs, damages, fees and expenses directly or indirectly arising from or related to anything done or not done by the Operator, its officers, employees, agents, and assigns, under this Agreement. The County shall indemnify and save harmless the Operator from and against any and all claims for injury, loss, costs, damages, fees, and expenses directly or indirectly arising from or related to anything done or not done by the County, its officers, employees, agents and assigns under this Agreement, including the provision of vehicles and equipment.

17.3 For the purpose of Section 18(1), and without restricting the generality of that section, the parties shall each maintain in full force and effect during the term of this Agreement, a policy for commercial general Liability, malpractice, all risks property/contents and automobile liability insurance, providing coverage for a limit of not less than ten million dollars (\$10,000,000) (or such other amount as the parties shall mutually agree) for each occurrence of a claim of bodily injury, death or property damage, including the loss thereof, that may arise directly or indirectly from the acts or omissions of the parties hereunder or its personnel under this Agreement.

17.4 The insurance policies referred to in Section 18(3) shall include the following terms:

- (a) a clause that adds the other party, its servants, Chiefs, officers, employees and agents, as an additional insured;
- (b) a cross-liability insurance clause endorsement acceptable to the other party, acting reasonably;
- (c) a clause requiring the insurer to provide thirty (30) days prior written notice to the other party in the manner set forth in the insurance policy in the event of any change which reduces coverage including termination, expiry, or non-renewal of the policy; and
- (d) a clause including liability arising out of contract or Agreement.

17.5 Each party shall submit to the other, proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to in Sections 18(2) and 18(3).

17.6 Each party shall have the right (but not the obligation) to pay any premiums owing under any of the insurance policies of the other party as required by the Agreement and the paying party may deduct (or, as applicable, add to ) the amount of any premiums so paid from or to the fees otherwise payable by the County to the Operator under Section 16.

17.7 The County shall insure all Ambulances and other vehicles owned by the County and used by the Operator in the delivery of Land Ambulance Services, showing the Operator as an additional insured together with the terms in section 18(4) above. This insurance coverage shall be provided in and within the limits of the insurance described in section 18(3).

## **SECTION 18 – TERMINATION AND AMENDMENT OF AGREEMENT**

18.1 This Agreement shall terminate immediately where, for any reason (including but not limited to termination under subsection 62(1) of the Regulations, and the non-renewal or revocation of the Operator's licence) the Operator no longer operates, is not (in the opinion of the County, acting reasonably) capable of operating, or is not entitled to operate an ambulance service in general, or the Land Ambulance



Services in particular, save and except where such is attributable to the default of the County.

18.2 Except where otherwise stated in this Agreement, when the Operator defaults in any of its obligations pursuant to this Agreement, save and except where such default is caused by the default of the County, the County shall provide the time to remedy the default. In the event that such default includes the inability on the part of the Operator to provide Land Ambulance Services, the County, in addition to any other remedy available to it, may suspend the right of the Operator under this Agreement for such appropriate period of time, and the County may, at its option, engage other persons to provide the services during such period of suspension, and may realize upon the security provided by the Operator under this Agreement. If the default is not remedied within a reasonable period of time, the County may terminate the Operator's rights under this Agreement, at its option. Provided that where the default is not capable of being remedied, in the opinion of the County acting reasonably, the County may terminate the Agreement without remedy period.

18.3 In the event of a default by the Operator, the Operator shall return to the County all Ambulances and other vehicles and equipment owned by the County forthwith upon the demand of the County.

18.4 Any amendment of this Agreement shall be in writing and shall be signed by both parties.

18.5 The County agrees that upon termination of this Agreement, it or any other operator that provides ambulance services to the County shall, as of the date this Agreement is terminated (the "Closing Date"), be a successor employer and be bound by the collective Agreement between Operator and the Service Employees International Union, Local 1 .ON (the "Union") and the collective Agreement between the Operator and OPSEU Office and Clerical bargaining unit (the Union #2).

18.6 The County further agrees that upon termination this Agreement it or any other operator that provides ambulance services to the County shall make offers of employment, on similar terms to those terms existing prior to the Closing Date, to those employees of the Operator

who shall be losing their jobs at the Operator as a direct result of such termination, with such offers being effective as of the Closing Date.

- 18.7 The County agrees that beginning on the "Closing Date" the County shall be responsible for all obligations related to past or current employees of the Operator, employed with the ambulance service. Obligations shall be defined broadly and shall specifically include:
- a) Employees returning to work after a workplace injury pursuant to the Workers Safety Insurance Act or subsequent legislation;
  - b) The Employment Standards Act;
  - c) Claims for notice and severance under legislation, the collective Agreement, or a contract;
  - d) Employment contracts whether verbal or written;
  - e) Grievances under the collective Agreement;
  - f) The Workers Safety Insurance Act or subsequent workplace safety legislation;
  - g) Human Rights complaints;
  - h) Any notice, severance, or retirement cost associated with an employee in the ambulance service of the Operator bumping another employee in his or her bargaining unit;
  - i) Any required transfer of benefit plans or pensions; and
  - j) An application to the Ontario Labour Relations Board.
- 18.8 The parties agree that, after the Closing Date, there will be an assessment of any continuing impact upon the amounts paid by the Operator under the Workers Safety Insurance Act or successor legislation. This section applies only to a workplace injury suffered by employees of the Operator while employed within the ambulance service. For four years following the year of the Closing Date, the Operator will pay to the County, as it has been doing, any refunds it receives as a result of payments made prior to the Closing Date. For four years following the year of the Closing Date the County will pay to the Operator any surcharges levied on the Operator as a result of payments made prior to the Closing Date.
- 18.9 The County will pay all reasonable legal costs incurred by the Operator in the drafting of this amending Agreement. The County will pay all reasonable legal costs and expenses incurred by the Operator in relation to paragraphs 18.5 to 18.9.

## **SECTION 19 – FORCE MAJEURE**

19.1 Notwithstanding anything contained in this Agreement, the parties shall not be liable to each other for damages sustained as a result of interruption of Land Ambulance Services to be provided under this Agreement caused by acts of God, the elements, fire, labour disputes and strikes, war or order of any legislative body of duly constituted authority and any other causes or contingencies, provided that all are beyond the control of and occur without the negligence or other wrongdoing of the Operator. The Operator shall resume providing Land Ambulance Services when such cause or contingency ceases to be operative. The Operator shall not be entitled to payment for any time period during which Land Ambulance Services are interrupted under this paragraph.

19.2 The Operator acknowledges its obligations under section 4.2 of this Agreement with respect to interruption in Land Ambulance Services.

## **SECTION 20 – OPERATOR AS AN INDEPENDENT CONTRACTOR**

20.1 The Operator shall at all times be, and be deemed to be, an independent contractor, and the personnel used in the provision of Land Ambulance Services shall at all times be the employees of the Operator and shall not be the employees of the County.

## **SECTION 21 – NOTICES**

21.1 Any notice or other communication by either party to this Agreement to the other, shall be deemed to have been sufficiently given, if mailed registered and postage prepaid or delivered by hand or facsimile transmission to the other party at the following addresses.

21.2 Any notice or communication shall be addressed or faxed to the Operator at:

The Vice President, Patient Services and Chief Nursing Officer  
Headwaters Health Care Centre  
100 Rolling Hills Drive  
Orangeville, Ontario L9W 4X9  
Facsimile Number: (519) 941 – 0483

Any notice or communication shall be addressed or faxed to the County at:

The Chief Administrative Officer  
Corporation of the County of Dufferin  
55 Zina Street  
Orangeville, Ontario L9W 1E5  
Facsimile Number: (519) 941 – 4565

- 21.3 Where notice is given by registered mail, it shall be deemed to have been received on the third business day after the date of mailing. Where notice is given personally or by facsimile, it shall be deemed to have been received on the date of delivery or faxing,
- 21.4 Each party shall provide the other party with any change in address, telephone number or facsimile number, the proof of which lies on the party making the change.

## **SECTION 22 – REPRESENTATIONS AND WARRANTIES**

- 22.1 The Operator represents and warrants that it has the corporate power and capacity to enter into and carry out the terms and conditions of this Agreement.
- 22.2 The Operator represents and warrants that there is no claim, action, suit or proceedings pending or to its knowledge threatened against it, and no incorporating statute or other instrument to which it is a party, or by which it may be bound, which may in any way prevent or interfere with or adversely affect the carrying out of the terms and conditions of this Agreement, or in any way impair the force and validity of this Agreement.
- 22.3 The County represents and warrants that it has the corporate power and capacity to enter into and carry out the terms and conditions of this Agreement.
- 22.4 The provisions in Section 14, 18 and 23 shall survive the termination of this Agreement.

## **SECTION 23 – SEIZURES**

23.1 The Operator shall forthwith give notice to the County of any and all seizures, garnishments, attachments, forfeitures, liens, claims, privileges, debts, taxes, charges, pledges or encumbrances of any nature whatsoever which are or may be attached to, or affect or may affect, the assets of the Operator used in the Provision of the Land Ambulance Services hereunder, or the ability of the Operator to provide the Land Ambulance Services at any time during the term of this Agreement. Upon receipt of such notice, the County may, at its sole discretion, terminate forthwith this Agreement.

## **SECTION 24 – STATEMENTS**

No representation, warranty or Agreement other than set forth in this Agreement, shall be binding upon the parties unless expressed in writing, signed by each party and stated or implied as an expressed modification of or permission granted or approved under this Agreement.

## **SECTION 25 – FURTHER ASSURANCES**

Each of the parties shall, upon the reasonable request of the other, execute such further and other lawful acts, deeds, things, devices and assurances for the better performance of this Agreement.

## **SECTION 26 – VALIDITY**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision were severed and deleted.

## **SECTION 27 – WAIVER OF NON-PERFORMANCE**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect its right

thereafter to enforce such provision. The waiver of a breach of any provision by either party shall not be taken or be held to be a waiver or any further breach of the same provision, or of a breach of any other provision.

## **SECTION 28 – GOVERNING LAW**

This Agreement shall be governed by, and constructed in accordance with, the laws of Canada and the laws of the Province of Ontario.

## **SECTION 29 – INTERPRETATION**

The Headings contained in the body of this Agreement shall be deemed to have been inserted for convenience of reference only.

For the purposes of this Agreement, the singular shall include the plural, and vice versa, and the context requires.

The Schedules annexed to this Agreement if any shall form part of the Agreement as fully as if set forth in the Agreement.

When used in this Agreement, the terms “Operator” and “County” shall be deemed to include their respective servants, Chiefs, officers, employees, agents, authorized representatives and any other persons for whom they are in law responsible.

When used in this Agreement, the term “business days” shall be deemed to mean Monday to Friday, excluding holidays.

## **SECTION 30 – SUCCESSION**

This Agreement shall be binding upon and ensure to the benefit of both the Operator, its successors and assigns as provided in this Agreement and the County, its successors and assigns.

**SECTION 31 – GENERAL**

This Agreement replaces any other Agreement or arrangement between the parties hereto respecting the provision of ambulance services.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized signing officers.

SIGNED, SEALED AND DELIVERED

Corporation of the County of Dufferin

\_\_\_\_\_  
Paul Mills, Warden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pam Hillock, Clerk

\_\_\_\_\_  
Date

We have authority to bind the Corporation

And for the Headwaters Healthcare Centre

\_\_\_\_\_  
Stacey Daub, President and Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Varga, Vice President, Patient Services  
and Chief Nursing Officer

\_\_\_\_\_  
Date

We have authority to bind the Corporation



## REPORT TO COMMITTEE

**To:** Chair Ken McGhee and Members of General Government Services  
**From:** Alan Selby, Treasurer  
**Meeting Date:** June 28, 2018  
**Subject:** **Software Review**

**In Support of Strategic Plan Priorities and Objectives:**  
Service Excellence: 4.3 Enhance value for money

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### **Purpose**

The purpose of this report is to seek authorization to hire a consultant to conduct a review of the software programs used throughout the County.

### **Background & Discussion**

Software programs have become an integral part of our day-to-day activities throughout all County departments. Numerous software programs are used for a variety of purposes: to keep track of clients' records, work orders and financial management to name a few. Many of these programs have been in place for over ten years, some even longer.

The Treasury department works daily with Great Plains to meet the financial needs of the organization. With increasing work demands, and in an effort of continuously improving, the Treasury department embarked on a review of what they do and how they do it. As an outcome, it was determined that there are more efficient methods of completing some processes. Some of these methods are now being implemented, while others require more investigation.

In consultation with other departments, there is consensus that there are very likely opportunities to improve, enhance or refine software to increase productivity and efficiencies. As the technological landscape continues to change, with the advances in artificial intelligence and machine learning, experts are stating that the way we do business will change dramatically in the next few years. This makes it the opportune time to review how we use technology and how we could use it better.

Staff preference is software that is more flexible and adaptable to the needs of their respective departments. We often are caught within the old adage of doing the same old things in the same old way. In order to ensure we look at not only how we do things, but also become aware of how things could be done, it is important to have someone who



has a greater awareness of what may be available in today’s marketplace. We recommend the hiring of an outside consulting firm, one that has the expertise in conducting a needs assessment and a review of the software programs currently in use, as listed below.

Software	Department
Great Plains	Treasury
Worktech	Public Works
Pearl	Public Works
PM Worx	Facilities and Dufferin Oaks
Goldcare	Community Support Services
Point Click Care	Dufferin Oaks
Advance Tracker	Dufferin Oaks
Yardi	Housing Services

**Financial, Staffing, Legal, or IT Considerations**

Many of these programs, and the processes they support, are inter-connected with the Treasury department, which is why they should be looked at as a package. A staff committee will be formed, to assist in the development of the RFP for consultants, as well as the review process. Representatives from each of the departments involved, including the IT department, will make up this committee.

The cost of such a review is unknown at this time. The 2017 operating budget had a significant surplus which has been placed in the Rate Stabilization Reserve. It is recommended that the funds for the consultants come from this reserve. A review of existing systems will enable the County to develop a request for proposal(s) for new software, if it is deemed beneficial, based on the review.

**Strategic Direction and County of Dufferin Principles**

It adheres to the County of Dufferin Principles:

1. We Manage Change – by proactively reviewing the software needs of County departments;
2. We Deliver Quality Service – by ensuring departments are working together to promote excellence and innovation;
3. We Communicate – by engaging in regular, timely, accurate and clearly articulated conversations between departments;
4. We Make Good Decisions – by fostering an environment of collaboration that contributes to informed and thoughtful decisions that are reflective of the needs of those affected.

**Recommendation**

**THAT the report of the Treasurer, titled *Software Review* dated June 28, 2018 be received;**

**AND THAT funds be withdrawn from the Rate Stabilization Reserve for Software Review consulting.**

Respectfully Submitted By:

Alan Selby  
Treasurer

Prepared By:

Aimee Raves  
Deputy Treasurer



## REPORT TO COMMITTEE

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

**From:** Alan Selby, Treasurer

**Meeting Date:** Thursday June 28, 2018

**Subject:** **Allocating the 2017 Operations Surplus**

**In Support of Strategic Plan Priorities and Objectives:**

Good Governance: 3.3. Improve policies, practices and procedures

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### Purpose

The purpose of this report is to recommend actions in 2018 to allocate the 2017 Operations Surplus (the “Surplus”) to specific purposes.

### Background and Discussion

In 2017, the County net Surplus, from Operations following the audit of \$2,049,049. There was a surplus coming from completed 2017 capital road projects, which has been applied. Per policy, the closed-project Capital surplus went into the Roads Rehabilitation Reserve.

Standard County practice is to place any Operations Surplus into the Rate Stabilization Reserve (RSR). That action was done. However, the details of this Reserve are now:

RATE STABILIZATION RESERVE		
ADD: Net Surplus for 2017	\$ 2,049,049	<b>RSR balance is now at \$4,136,419</b>
Per 2018 Budget	- 35,000	In CAO Budget re Study/Consulting
Per 2018 Budget	- 50,000	For Public Works Study/Consultants

Motion in 2018	- 5,750	Re Digital Ortho-Photography project award
Remaining amount from 2017 Budget software	- 14,269	To complete 2017 transaction
Motion in 2018	- 60,000	Estimated 2018 costs of new joint H.R. / Oaks staff position (see April Council minutes)
Per the 2018 Budget (adopted in Dec. 2017)	- 106,000	Budget adj. made to hold the 2018 increase, after Growth, slightly below 2.0%
Motions in 2018	- <u>150,000</u>	for Older Adults Strategy, Community engagement, and Community Strategic Planning 2018-19
<b>Balance in Reserve</b>	<b>\$ 3,665,400</b>	

This table includes some small commitments of RSR funds that have been made, up to this point in time. The balance remaining is still much greater than normal for the RSR.

The RSR exists to

1. finance any authorized one-time costs, which can be either built into the annual budget, or that may come up during the year, after the budget is adopted, and
2. enable the avoidance, or the minimization, of unusually large increases in future County budgets (often called budget smoothing).

**Financial, Staffing, Legal and IT Considerations**

The addition of the 2017 Surplus amount into the RSR, as per financial policy, is not required in the RSR, as it is already in a good state. The 2017 Surplus would serve the County better if it was applied towards specific future projects, or to replenish other existing County Reserves, and not just left in RSR.

Senior Management have discussed future initiatives that would benefit from a reserve contribution more than the RSR. The considerations include, but are not limited to, several future projects that would require further analysis, and development of a business case, to support them. However, in 2018 as a first step, new Reserves could be set up, to show an intent to pursue these projects, subject to further review by the next County Council.

The proposed actions are:

1. top-up the Property Acquisition Reserve **by \$265,000** to bring it up to a balance of \$500,000, for possible future purchases of property (the current balance of \$235,000 is too low, and could limit options for future property purchases);

2. top-up the Economic Development Reserve, which under current plans would be reduced to \$40,000 after the 2019 Budget, based on plans specified in the 2018 Budget, **by \$110,000** to a balance of \$150,000, for future development projects identified in the Economic Development Strategic Plan;
3. apply **\$36,400** to various small, completed capital projects that are currently in a net unfunded/deficit position in the Capital Fund;
4. create a new Reserve for the future re-configuration of the 1974 Primrose office space, a future capital project, starting with **\$350,000**;
5. top-up the existing Waste Services Reserve by **\$100,000** (from \$208,395 to \$308,395) for anticipated costs to implement some of the suggested actions within the Long-Term Waste Management Strategy, approved by Council in March 2018
6. create a new **\$150,000** Reserve for multiple Studies that are anticipated:
  - a) Pay Equity review, including costs of retro-active payroll adjustments based on the findings \$100,000
  - b) Climate Change Adaptation studies \$50,000

These amounts are estimates only, and may vary, but the collective amount of \$150,000 is recommended as an opening position.

7. create a new Reserve for an upgrade of the existing software used by the County for financial accounting and reporting, payroll processing, Human Resources information systems, Public Works data management, and facilities data management.

NOTE: *on this Committee Agenda, there is a separate report, directly related to this point. That report is requesting \$50,000 from the RSR for consultants, to assist the County with expert advice, working with an ad hoc committee of staff, leading to the development of a Request for Proposals (RFP) for software.*

There are systems currently in the marketplace that can do a much better job of co-ordination between departments compared to the multiple existing software programs at the County, that currently do not inter-connect well. A recommended starting point for this new Reserve is **\$600,000**. This is a Reserve for the future cost of new software, plus training and installation costs, following an RFP.

These actions would, if taken collectively, leave about \$2.05 million in the RSR. The major new project is obviously point 7, the investigation of new, multi-faceted software to address current inefficiencies experienced by the County, caused by the current use of multiple programs that are “disconnected”.

A business case should be developed, with a cost-benefit analysis included, as part of the development of an RFP for software, using the expertise of a consultant. Should it come to fruition, this would be a major project, crossing multiple County departments,

and involving substantial amounts of staff training time. A major commitment, such as this one, should have clearly identified benefits to the County's operations before being undertaken.

### **Strategic Direction and County of Dufferin Principles**

A review of existing practices, in particular for the use of surplus amounts, is an identified action in support of the strategic objective to review and update current policies and procedures. It adheres to the County of Dufferin Principles:

1. We Manage Change - by proactively addressing the need to provide adequate funding for future County plans and projects;
2. We Deliver Quality Service – by re-assessing County reserve positions and making amendments, not letting reserves remain static;
3. We Communicate – by sharing ideas about County reserves with all departments, to get their input, and with Council;
4. We Make Good Decisions – by evaluating the future needs of the County, and preparing for those needs, as financial resources permit.

### **Recommendation**

**THAT the Report, *Allocating the 2017 Operations Surplus*, from the Treasurer, dated June 28, 2018, be received;**

**AND THAT the following actions be taken, using funds now in the Rate Stabilization Reserve:**

- **top-up the Property Acquisition Reserve by \$265,000 to bring it up to a balance of \$500,000, for possible future purchases of property**
- **top-up the Economic Development Reserve, which currently would be reduced to \$40,000 after the 2019 Budget, based on plans specified in the 2018 Budget, by \$110,000 to a balance of \$150,000 for future development projects**
- **apply \$36,400 to various small, completed capital projects that are currently in a net unfunded/deficit position in the Capital Fund**
- **create a new Reserve for the re-configuration of the 1974 Primrose office space, a future capital project, starting with \$350,000**
- **top-up the existing Waste Services Reserve by \$100,000 (from \$208,000 to \$308,000) for anticipated costs to implement some of the suggested actions within the Long-Term Waste Management Strategy, approved by Council in March 2018**
- **create a new \$150,000 Reserve for multiple Studies that are anticipated:**

- **create a new Reserve for an upgrade of the existing software used by the County for financial accounting, payroll processing, Human Resources information systems, Public Works data management, facilities data management, and other functions. A recommended starting point for this new Reserve is \$600,000.**

**Respectfully Submitted by:**

Alan Selby, CPA CGA  
County Treasurer

ATTACHMENT: Table of Existing County Reserves

<b>RESERVES at Jan. 1, 2018</b>	<b>Amount</b>	<b>comments</b>
Asset-Management Reserve	\$ 8,246,503	Consists of multiple small balances collected for future replacements of existing capital assets, across all County departments
Rate Stabilization	\$ 4,136,419	Balance pre-2017, PLUS the 2017 Surplus
Broadband Internet	\$ 2,000,000	
Roads Rehabilitation	\$ 1,721,340	committed \$1,014,411 of this to the 2018 Budget
Roads Fleet & Equipment	\$ 977,694	committed in part to 2018 budget purchases of Snow Plows and Tractor
Wind Turbines (2014)	\$ 671,174	
Health Unit	\$ 480,740	fully committed within Budgets of 2018 and 2019
Winter Control (P. Works)	\$ 349,902	To cover abnormally harsh winter seasons
Recycling Revenues	\$ 314,971	To cover unexpected drops in revenues received
Misc. Contingencies	\$ 250,000	To deal with major unexpected events
Property Acquisition	\$ 235,000	
Waste Services	\$ 208,395	For future program changes, or large cost variances (but not revenue variances)
Economic Development	\$ 200,000	Spending \$80,000 of this in both the 2018 and 2019 budgets, leaving \$40,000 balance
Information Technology	\$ 188,873	for replacing IT equipment based on schedule
Disaster Relief/ Emergency Readiness	\$ 321,642	used to support local municipalities several times in recent years for emerg. equipment
Reciprocal Insurance	\$ 75,979	in case of any future retro-active charges by past County insurer
Accessibility	\$ 75,000	
	<b>\$20,453,632</b>	<b>COUNTY RESERVES Held in bank accts. and Investments</b>



This Table excludes Development Charges, the Building Dept. Fund, Gas Tax funds and some other restricted Reserve Funds. The Reserves shown here are Unrestricted, and under control of Council.



## 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, 2018

**Subject:** **Municipal Emergency Readiness Fund Request – Amaranth**

### **In Support of Strategic Plan Priorities and Objectives:**

Communication and Connections: 2.2 Foster two-way communication with lower tiers and neighbouring municipalities,  
Good Governance: 3.1.Promote rural/urban cohesiveness

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### **Purpose:**

The purpose of this report is to seek approval for a request for funding under the Municipal Emergency Readiness Fund by the Township of Amaranth for the purchase Emergency Road Closure Signs. The application is attached.

### **Background and Discussion:**

The Municipal Emergency Readiness Fund was established in 2015 by County Council to provide funds to assist local municipalities with costs associated with emergency preparedness. In accordance with the guidelines of the fund, local municipalities in Dufferin County have the ability to access assistance to offset costs associated with emergency prevention, mitigation or preparedness. The funds are not available for emergency recovery events. The type of projects eligible for funding align with identified emergency risks found in the Hazard Identification and Risk Assessment (HIRA) assessed and reviewed by Dufferin County's Emergency Management Coordinator in collaboration with member municipality emergency leads.

The fund allows for member municipalities to receive from the reserve 50% of an approved project cost up to a maximum of \$10,000. Prior to any request for assistance

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being approved, an application for assistance must have been received by the County Clerk and approved by County Council.

Projects seeking assistance must meet the following criteria in order for their request to be considered:

- Request for funding must be accompanied by an approved application for assistance
- Projects must align with the County-wide emergency management program and enhance the resilience of the community.
- Work on the project must not have started without an approved application
- Projects must have an agreed, identifiable beginning and end date.
- Projects must be completed and accompanied by invoices
- Request must be within the project year
- All costs being claimed must be documented including all invoice and proof of payment

***Eligible Projects:***

- Emergency Operations Centre - Includes construction/renovation, mapping, communications, furnishings, displays screens, etc.
- Generators - A fixed generator used to power an EOC, Back-up EOC, shelter or municipally owned critical infrastructure
- Public Alerting System - Includes an automated system designed to alert members of a community to the presence of a hazard through telephone, email, SMS or other electronic means
- Specialized Training - Includes training that is directly related to Emergency Management but is not available locally
- Telecommunications - Includes radios, telephones and satellite communications equipment

***Application:***

The Township of Amaranth has submitted an application for the acquisition of portable Emergency Road Closure Signs “to provide more signage in accordance with specified requirements for weather events that result in flooding, visibility, ice happening more frequently and intensely”.

Although road closure signs are not specifically mentioned in the list of eligible projects the project does provide a means of alerting the “community to the presence of a hazard”.

***Requested Amount:***

- \$10,000

***Eligible Funding Amount:*** The application did not include a quote or estimate of the project cost. The fund criteria states that projects will be funded to a maximum of 50% of the total cost to a maximum of \$10,000.

**Financial, Legal and IT Implications:**

The amount of \$10,000 is available in the Municipal Emergency Readiness Fund.

**Strategic Direction and County of Dufferin Principles**

The request to the Municipal Emergency Readiness Fund supports the Strategic Initiatives of Good Governance and Communication and Connections.

The actions outlined in this report adhere to the County of Dufferin Principles:

1. We Manage Change – by assisting municipal partners in improving their services relating to emergency response.
2. We Deliver Quality Service – by collaborating with the local municipalities and offering assistance where possible.
3. We Communicate – by sharing information about County funding opportunities.
4. We Make Good Decisions – by fostering an environment of collaboration that contributes to informed and thoughtful decisions that are reflective of the needs of those impacted by emergencies

**Recommendation:**

**THAT the report of the Director of Corporate Services/Clerk dated June 27th, 2018, with respect to Municipal Emergency Readiness Fund Request – Amaranth be received;**

**AND THAT the request by the Township of Amaranth for funding under the Municipal Emergency Readiness Fund be approved to an amount of 50% or the maximum allowable under the fund for the purchase of Emergency Road Closure Signs;**

**AND THAT the Township of Amaranth submit a copy of the paid invoice upon completion of the project for reimbursement of 50% of the cost up to the maximum of \$10,000.**

Respectfully submitted,

Pam Hillock, Clerk  
Director of Corporate Services.

Report prepared by: Steve Murphy, CEMC/Communications Coordinator



Application to the Municipal Emergency Readiness Fund

Municipality: <i>Township of Amaranth</i>					
Address: <i>374028 6<sup>th</sup> Line Amaranth</i>			Phone: <i>519 941 1007</i>		
Contact Name: <i>Sarah Culshaw</i>			Contact Email: <i>sculshaw@amaranth-eastgore.com</i>		
Project Name: <i>Emergency Road Closures</i>					
\$ Amount requested: <i>\$10,000.00</i>			Estimated project cost:		
Description of project (attach supporting documentation, diagrams, quotes, specifications, etc) <i>To provide more signage, in accordance with specified requirements for weather events that result in flooding, visibility, ice happening more frequently and intensely.</i>					
Criteria	Y	N	Criteria	Y	N
Does this project align with the County's Emergency Management Program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has your municipality received funding from this program in the past 36 months?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does this project meet the Approved Projects criteria as set out in this application?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has work on this project already begun?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this project enhance the resilience of the community as a whole?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will this project be completed and a final report submitted before December 1 <sup>st</sup> ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the Municipal Council approved this project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the Municipal Council approved this funding request?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signature – Senior Municipal Official <i>Susan M Stone</i>			Signature – Head of Council <i>[Signature]</i>		

Fund Administration Use	
Application brought to committee on	Committee approved as submitted [ ] Yes [ ] No
Application brought before Council on	Council approved as submitted [ ] Yes [ ] No
Notes:	

Send completed application and any supporting documentation to:

Clerk – County of Dufferin  
55 Zina Street  
Orangeville, ON  
L9W1E8



## REPORT TO COMMITTEE

**To:** Chair McGhee and Members of General Government Services  
**From:** Pam Hillock, Director of Corporate Services/Clerk  
**Meeting Date:** June 28, 2018  
**Subject:** **Partners for Action Flood Risk Survey**

**In Support of Strategic Plan Priorities and Objectives:**  
Communication and Connections 2.1: Connect with residents  
Good Governance 3.3: Improve policies, practices and procedure

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### **Purpose**

The purpose of this report is to update Committee and Council on the efforts of a University of Waterloo research project being conducted in Dufferin County with support from the County's Emergency Management Division.

### **Background & Discussion**

During a recent flood workshop in Grand Valley hosted by the County of Dufferin, staff were approached by Partners for Action regarding taking part in a research project to determine best practices in flood risk communication.

Partners for Action (P4A) is an applied research network advancing flood resiliency in Canada in the face of a changing climate and extreme weather. P4A's collaborative approach brings together diverse stakeholders to create and share knowledge, address information needs, and drive action. P4A is based out of the Faculty of Environment, University of Waterloo, with funding support provided by The Co-operators Group Ltd. and Farm Mutual.

P4A's objectives are to better understand flood risk and make sound decisions to reduce risk through:

**Facilitating collaboration** between researchers, government, and non-governmental organizations towards making strategic decisions to improve flood resiliency in our communities;

**Identifying innovative, practical research** tied directly to flood resiliency in Canada, and leveraging relationships towards funding such research;

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**Sharing results and best practices**, including measurable activities to reduce risk of flood in our communities; and,

**Informing Canadians** about their flood risk, actions they can take to reduce this risk, and opportunities for risk transfer, such as through insurance.

Beginning June 8<sup>th</sup>, 2018 P4A, in partnership with the Canadian Red Cross, began surveying Dufferin County residents who live in or near areas that have experienced flooding. The researchers are conducting a voluntary survey on whether flood experience changes how residents view flood risk and prepare for the next big event.

P4A notes that, based on their 2016 national survey, "Most Canadians are not aware of their flood risk and don't know what their insurance covers. There is no such thing as flood season any more, we are seeing an increase in flooding at any time of year. We want to know what Dufferin residents would tell their neighbours and the rest of the country about flooding, and what they are doing to get ready for the next one."

To support this project staff have gone door-to-door in the areas commonly affected by flooding to encourage residents to participate in the survey and provide some information on flood preparedness. Additionally, staff have promoted the survey through traditional and social media streams to encourage as many residents as possible to participate before the survey closes on June 30<sup>th</sup>, 2018.

Upon conclusion of the research project Dufferin County will be presented with a report on the findings and recommendations for effectively communicating flood risks with the public.

### **Financial, Staffing, Legal, or IT Considerations**

There is no financial, staffing, legal or IT considerations resulting from this report.

### **Strategic Direction and County of Dufferin Principles**

Actively supporting and participating in ethical research projects adheres to the Strategic Direction: Good Governance 3.3: Improve policies, practices and procedures

It adheres to the County of Dufferin Principles:

1. We Manage Change – by researching best practices and procedures
2. We Deliver Quality Service – by increasing our knowledge of flood risk
3. We Communicate – by reporting to Committee, Council and the public about the flood risks they face
4. We Make Good Decisions – by constantly evaluating and adjusting our emergency procedures to better protect the community.

## **Recommendation**

**THAT the report of the Director of Corporate Services/Clerk dated June 27, 2018, with respect to Partners for Action Flood Risk Survey be received;**

**AND THAT representatives from Partners for Action be invited to present their findings to Council once they are published.**

Respectfully Submitted,

Pam Hillock, Director of Corporate Services/Clerk

Report Prepared by:

Steve Murphy, Community Emergency Management and Communications Coordinator





## REPORT TO COMMITTEE

**To:** Chair McGhee and Members of General Government Services  
**From:** Pam Hillock, Director of Corporate Services/Clerk  
**Meeting Date:** June 28, 2018  
**Subject:** Request for Proposal (RFP) – Building Permit Software

**In Support of Strategic Plan Priorities and Objectives:**

Good Governance 3.3: Improve policies, practices and procedure;  
Enhance value for money 4.3: Expand partnerships for procurement by collaborating with local and neighboring municipalities

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### **Purpose**

The purpose of this report is to seek approval to delegate to staff authority to award a Request for Proposal for Building Permit Software.

### **Background & Discussion**

As part of the changes occurring in the Building Division, staff have been reviewing the policies and processes of the services provided. Through discussions on how to modernize processes, staff are recommending the purchase of a robust software that will have the ability to process permits electrically and in the field and also be used by the municipalities that are served by the Building Department (7 of 8 local municipalities).

The Deputy Clerk and Procurement Manager have assembled a working team composed of Procurement Manager, Deputy Clerk, Building Inspector, Plans Examiner, Administrative Support Specialist, County IT Manager and the Town of Orangeville IT Manager. The Town of Orangeville is part of the team because they have expressed an interest in cost sharing the project. There has also been an interest in obtaining a land use planning module that the County and area municipalities could utilize.

Staff is looking for software that will take a more customer centric approach, providing citizens with the opportunity to apply for permits online, submit applications with the ability to attach supporting documents or drawings and extract meaningful information. In addition, the solution should integrate with the County's Geographic Information System (G.I.S.), so that all information relating to a parcel of land, whether zoning, land use, building permit application, or development activity, etc. can be researched through

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one straight forward query; to store information once and link it together in various ways to meet the needs of different departments and users; and provide staff mobile access while in the field.

It is also anticipated that a new software solution will allow the Building Division to share its database with the local municipalities and other partners such as MPAC (Municipal Property Assessment Corporation), the Conservation Authority and the Niagara Escarpment Commission.

### **Financial, Staffing, Legal, or IT Considerations**

This will be an extensive project which is expected to take a approximately a year to fully implement. The cost of software is anticipated to be in the range of \$200,000 to \$500,000. There are sufficient funds in the Building Reserve Fund to cover the cost. Maintenance and support costs will be funded through the self-sustaining building department annual operating budget.

### **Strategic Direction and County of Dufferin Principles**

Improving practices and procedures 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 addressing the need for new technology to achieve more efficient processes
2. We Deliver Quality Service – by identifying programs and services that reflect the needs of the community
3. We Communicate – by engaging in regular, timely conversations in a multitude of ways
4. We Make Good Decisions – by fostering an environment of collaboration that contributes to decisions that are reflective of the needs of those affected

### **Recommendation**

**THAT the report from the Director of Corporate Services/Clerk dated June 28, 2018 with respect to a request for Proposal (RFP) – Building Permit Software, be received;**

**AND THAT staff be authorized to proceed with an RFP for Building Permit Software and that the Director of Corporate Services be given authority to award the RFP after the procurement process has been completed.**

Respectfully Submitted By:

Pam Hillock,  
Director of Corporate Services/Clerk

Prepared by Michelle Dunne, Deputy Clerk



## REPORT TO COMMITTEE

**To:** Chair McGhee and Members of General Government Services

**From:** Pam Hillock, Director of Corporate Services/Clerk

**Meeting Date:** June 28, 2018

**Subject:** **Legislative Update – Report #2- Modernizing Ontario’s Municipal Legislation Act**

**In Support of Strategic Plan Priorities and Objectives:**  
 Good Governance 3.3: Improve policies, practices and procedure

### Purpose

The purpose of this report is update Council on the Modernizing Ontario’s Municipal Legislation Act.

### Background & Discussion

This is the second report regarding Bill 68 – Modernizing Ontario Municipal Legislation Act, 2017. This report is dealing with the issues that relate to the County of Dufferin from the Clerk’s perspective. This report does not speak to any the tax/finance implications.

The chart below outlines the highlights of the changes and any action that is required or optional for Council to consider:

### MUNICIPAL ACT

Reference	Subject	Information/action	Effective
s.238(1)	New definition of meeting	Incorporate into next amendment to procedural by-law	Jan 1/2018
s.239(2)	New closed meeting exceptions	Information supplied in confidence by other governments, trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence to the municipality that would interfere significantly with the contractual or other negotiations, trade secret, etc. that belongs to the municipality and has monetary value,	Jan 1/2018

		position, plan, procedure, criteria or instruction to be applied to any negotiations	
s. 238 (3.1) (3.2)	Electronic Participation in Meetings	Councillors are permitted to participate in meeting electronically. Comes with caveats. They are not included in the quorum and they are not allowed to participate in closed session. Optional for Councils to include in their procedural by-laws. By-law change would be required	Jan 1/2018
s.108	Small Business Programs	Required to meeting prescribed conditions before establishing small business programs	Jan 1/2018
s.223.2(1)	Codes of Conduct	Mandatory for all municipal councils	Mar 1/2019
s.223.3(1) (1.1) (1.2)	Integrity Commissioner	Mandatory to provide citizens with access to an Integrity Commissioner	Mar 1/2019
s.270 (1) (8)	Staff-Council Relations	Mandatory to have a policy on the relationship between members of council and the officers and employees of the municipality	Mar 1/2019
s.270	Policy for Pregnancy Leave/Parental Leave	Mandatory policy for pregnancy and parental leaves for council members	Mar 1/2019
s.270	Policy for Protection of Tree Canopy	Mandatory policy indicating how the municipality will protect the tree canopy	Mar 1/2019
s.434.1(1)	AMP Powers	Allows municipalities authority to impose administrative penalties for failure to comply with a municipal by-law	May 30/2017

### **MUNICIPAL CONFLICT OF INTEREST ACT**

5.1	Pecuniary Interest Declarations	Members of Council are required to provide a written statement to the Clerk of the interest and its general nature or secretary of the local board	Mar 1/2019
6.1	Establish Registry	A registry containing each declaration of pecuniary interest must be established and maintained and be available for public inspection	
8(1)	Application	An application to a judge can be filed by an elector or an Integrity Commissioner to make a determination of whether a member has contravened Section 5, 5.1 or 5.2	

9(1)	Power of Judge	Gives Judges power to reprimand, suspend remuneration, declare the seat vacant, disqualify member from being a member of not more than 7 years, ask for restitution if member has received financial gain	
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### **Financial, Staffing, Legal, or IT Considerations**

There is no financial, staffing, legal or IT considerations resulting from this report.

### **Strategic Direction and County of Dufferin Principles**

Keeping abreast of Provincial Legislation and recommending policy updates adheres to the Strategic Direction: Good Governance 3.3: Improve policies, practices and procedures

It adheres to the County of Dufferin Principles:

1. We Manage Change – by researching legislation, best practices and procedures
2. We Deliver Quality Service – by having knowledge of the Provincial Legislation that municipalities are required to comply with
3. We Communicate – by reporting to Committee, Council and the public in a transparent manner
4. We Make Good Decisions – by keeping our policies current and in compliance with legislation.

### **Recommendation**

**THAT the report of the Director of Corporate Services/Clerk dated May 24, 2018, with respect to Legislative Update- Modernizing Ontario’s Municipal Legislation Act, be received;**

**AND THAT staff be directed to begin drafting the mandatory policies under the legislation in order to comply with the March 1, 2019 deadline and seek Council participation in any proposed changes to the procedural by-law and report back to committee.**

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, 2018

**Subject:** Conference Attendance – Corporate Services Staff

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

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### **Purpose**

The purpose of this report is to provide information about Corporate Services staffs' attendance at recent conferences.

### **Background & Discussion**

#### **Continuity and Resilience Today**

The 2018 Continuity and Resilience Today Conference was held on May 29 to 31, 2018 at the City of Toronto, Ontario. The County of Dufferin was represented by the County Emergency Management Coordinator.

County staff attended the following workshops:

- A Hackers View of Critical Infrastructure
- Increasing the Resilience of your Organization
- Business Impact Analysis Relevance to Disaster Recovery
- BCM Program Trends
- Enhancing Psychological Resilience in the Workplace
- Active Attacker Awareness
- Tomorrows Weather Forecast: Warmer, Wetter and Wilder
- Lessons Learned from Hurricane Harvey – Mass Care on a Catastrophic Scale
- Become More Resilient by using you BCP for Smaller Incidents
- Emergency Management, Incident Management, Business Continuity – The Trifecta of Resilience
- Monitoring Social Media in Real Time for Situational Awareness

## **Ontario Connections**

The 2018 Ontario Connections Access, Privacy, Security and Records Management Conference was held on May 31 to June 1, 2018 at the Town of Markham, Ontario. The County of Dufferin was represented by the Deputy Clerk and Information Management Coordinator.

The conference was opened with Mr. Brian Beamish, Commissioner of the Office of the Information and Privacy Commissioner of Ontario (IPC), providing updates from his office.

County staff attended the following workshops:

- The Future of Records Management with Senior Practitioners: Tools, Tips...and things to Avoid!
- Writing Effective Administrative Policies
- Privacy Laws Update
- Inventorying digital content – where to start
- Recent Significant Orders of the IPC
- Privacy Impact Assessments – A Practical Approach
- FOI: On the front Line with Lake Simcoe Region Conservation Authority
- Privacy Governance and Controls
- Guide: Disaster recovery and vital records protection in a hybrid RIM environment
- Working with First Nations Data – First Nations Information Governance Centre

## **Municipal Information Systems Association (MISA)**

The MISA Ontario 2018 Annual Conference was held June 3 to 9, 2018 at the City of Hamilton, Ontario. The County of Dufferin was represented by the IT Manager and an IT Technician.

County staff attended the following workshops:

- Cloudy with a Chance for Intelligence –City of Brampton
- Microsoft Partner Showcase – Microsoft
- Dream Big: How to Make Your Cloud a Reality – Amazon
- Solutions Deployed to Combat Spam, Malware and Ransomware – City of Hamilton
- The Big Picture – What IT Leaders Need to Know to Survive – Town of Huntsville
- Smart City Panel Session
- Citizen Engagement Panel Session
- Don't Just Innovate, Sustain, Grow and Be a Leader – Info-Tech Research Group



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## **Association of Municipal Clerks and Treasurers of Ontario**

The AMCTO AGM and Professional Development Institute was held June 10 to 13, 2018 at the Town of Blue Mountain, Ontario. The County of Dufferin was represented by the Deputy Clerk, Deputy Treasurer, and Treasurer.

The convention theme was “Innovate” and the Association is celebrating 80 years as a professional association in 2018. This conference is provided for professional development of municipal professionals. The variety of workshops varied to suit all types of members ranging from CAO’s, HR Managers, Treasurers and Clerks.

County staff attended the following workshops:

- Human Resources Law Update
- Is Records Management Still Relevant?
- Leveraging Diverse Thinking Styles for Success
- Recent Developments in Property Assessment & Municipal Taxation
- Managing in the Maelstrom
- Asset Management, Linking Levels of Service and Lifecycle Management
- Secrets to Building Great Staff-Council Relationships
- Municipal Digital Transformation
- City of Brampton: Change Management Case Study of Major Technology Change
- Leading Strong Teams
- Asset Management Financing Strategy-Infrastructure Deficit- You’re Not Alone

## **Financial, Staffing, Legal, or IT Considerations**

All conference costs were included in the 2018 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 – by proactively seek learning and network opportunities.*
2. *We Deliver Quality Service – by keeping abreast of new developments in technology, legislation and best practices enables us to provide quality service*
3. *We Communicate – by sharing information with 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, 2018, from the Clerk/Director of Corporate Services regarding Conference Attendance, 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 General Government Services  
**From:** Pam Hillock, Director of Corporate Services/Clerk  
**Meeting Date:** June 28, 2018  
**Subject:** **Joint All Councils Orientation**

**In Support of Strategic Plan Priorities and Objectives:**

Communication and Connections: 2.2 Foster two way communication with lower tiers and neighbouring municipalities  
Good Governance: 3.1 Promote rural/urban cohesiveness 3.2 Increase transparency  
3.3 Improve policies, practices and procedures

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### **Purpose**

The purpose of this report is to inform Council of a Joint All-Council Orientation being organized for after the municipal election in October 2018.

### **Background & Discussion**

At the January 26, 2018 Dufferin Municipal Officers meeting, county staff offered to host a joint all-councils orientation. The orientation will be held on Wednesday, November 14, 2018 at Monora Park Pavilion in Mono at 3 p.m. While staff are still working on finalizing a program, some of the topics of discussion will be parliamentary procedures, code of conduct, Municipal Conflict of Interest Act, Emergency Management, a provincial policy update and an overview of Dufferin County services and partnerships. A representative from the Ministry of Municipal Affairs has been asked to come to speak to the changes that came into effect through Bill 68, Modernizing Ontario's Municipal Legislation Act.

New and returning Council members will benefit from this orientation to learn about their responsibilities as Councillors and give them an opportunity to network with their neighbouring local colleagues.

### **Financial, Staffing, Legal, or IT Considerations**

Members of the Dufferin Municipal Officers Association are working collaboratively on agenda items for the orientation at their regular monthly meetings. There will be minimal cost incurred, however, meeting expenses have been approved in the 2018 budget.

### **Strategic Direction and County of Dufferin Principles**

Collaborating with the area 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 keeping aware of new legislation and the affect it has our elected officials
2. We Deliver Quality Service – by providing training to keep Members of Council and staff aware of roles and responsibilities
3. We Communicate – by providing as much available information as possible in a timely manner
4. We Make Good Decisions – by fostering an environment of collaboration with Members of Council and the local municipalities

### **Recommendation**

**THAT the report from the Director of Corporate Services/Clerk dated June 28, 2018 with respect to a joint All-Councils Orientation be received.**

Respectfully Submitted By:

Pam Hillock  
Director of Corporate Services/Clerk

Prepared by Michelle Dunne, Deputy Clerk