

CORPORATION OF THE COUNTY OF DUFFERIN

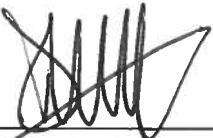
BY-LAW NUMBER 2020-71

A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE TOURISM INDUSTRY ASSOCIATION OF ONTARIO. (Regional Relief and Recovery Fund – Amending Agreement)

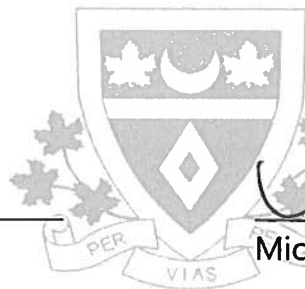
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the Corporation of the County of Dufferin and Tourism Industry Association of Ontario, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 10th day of December, 2020.



Darren White, Warden





Michelle Dunne, Deputy Clerk

REGIONAL RELIEF AND RECOVERY FUND

AMENDING AGREEMENT NO. 1

This Amending Agreement is made as of November 12, 2020

BETWEEN: **TOURISM INDUSTRY ASSOCIATION OF ONTARIO**
("TIAO") a not-for-profit corporation incorporated under the laws of
Canada

AND: **DUFFERIN COUNTY**
("Recipient") a Destination Marketing Organization incorporated
under the laws of Ontario.

WHEREAS the Federal Economic Development Agency for Southern Ontario ("Agency") was created to strengthen southern Ontario's economic capacity for innovation, entrepreneurship and collaboration, and promote the development of a strong and diversified southern Ontario economy;

WHEREAS as part of the Regional Economic Growth Through Innovation program, the Federal Economic Development Agency for Southern Ontario has established the *Regional Relief and Recovery Fund* to support rural communities and small and medium-sized enterprises to enable their recovery from economic disruptions associated with the COVID-19 outbreak;

WHEREAS HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Her Majesty") through the Agency has engaged TIAO in respect of certain aspects of the Regional Relief and Recovery Fund;

WHEREAS TIAO, pursuant to a Contribution Agreement between TIAO and the Recipient dated in or about June 2020 (the "**Original Agreement**") agreed to make a non-repayable contribution to the Recipient in support of the Recipient's Eligible Costs (as defined in the Original Agreement) of the Project (as defined in the Original Agreement);

WHEREAS the Recipient and TIAO wish to amend the Original Agreement in order to make minor adjustments to eligible cost categories and milestone payments;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, TIAO and the Recipient agree as follows:

1. **Purpose of The Agreement**
 - 1.1 The purpose of this Amending Agreement is to set out minor adjustments to the terms and conditions under which TIAO will provide funding in support of the Project (as defined herein).
2. **Interpretation**
 - 2.1 All capitalized terms used and not otherwise defined herein have the meaning given to them in the Original Agreement.
3. **Amendment**
 - 3.1 **Annex 1 THE PROJECT – STATEMENT OF WORK** to the Original Agreement is hereby deleted in its entirety and replaced by a new **Annex 1 Rev 1 THE PROJECT – STATEMENT OF WORK** attached to this Amending Agreement as Schedule 1.
 - 3.2 In **Annex 3 REPORTING REQUIREMENTS** to the Original Agreement, Section 1, line 3, the date "December 31, 2020" is deleted and replaced with "February 28, 2021".
4. **General**
 - 4.1 The Original Agreement and this Amending Agreement will henceforth be read together and will have effect as if all the provisions of such agreements were contained in one instrument.
 - 4.2 Except for the amendments expressly set out in this Amending Agreement, the other terms and provisions of the Original Agreement remain unchanged.
 - 4.3 This Amending Agreement is governed by the laws of the Province of Ontario.

- 4.4 This Amending Agreement shall endure to the benefit of and be binding upon, each of the Parties hereto and their respective successors and permitted assigns.
- 4.5 No modification, supplement or amendment to this Amending Agreement shall be binding unless executed in writing by all of the Parties hereto.
- 4.6 Each of the Parties shall, at the request of the other Party, execute such other documents and do such other acts as may be reasonably required to carry out the terms hereof.
- 4.7 This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. The Parties agree that electronic signatures will have the same legal effect as original (i.e., ink) signatures and that an electronic, scanned, or duplicate copy of any signatures will be deemed an original and may be used as evidence of execution.
- 4.8 The Recipient agrees that unless TIAO receives a duly executed duplicate copy of this Agreement within two (2) business days of the date of execution by TIAO, this Agreement is revocable at the discretion of TIAO. TIAO understands that Recipient may need council or other approvals in accordance with Recipient's governance requirements. TIAO will not exercise its discretion to revoke this Agreement if, within two (2) business days of execution by TIAO, Recipient has contacted TIAO and made, and performed in accordance with, other timing for due execution and delivery of this Agreement by Recipient to TIAO.

(Intentionally left blank)

DUFFERIN COUNTY

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

TOURISM INDUSTRY ASSOCIATION OF ONTARIO

Per: Beth
Beth Potter
President & CEO

Date: November 13, 2020



Per: _____
David MacLachlan
Treasurer

Date: November 13, 2020


We have authority to bind the corporation

DUFFERIN COUNTY



Per: _____
Name: Samira White
Title: warden

Date: December 14, 2020


Name: Michelle Dunne
Title: Deputy Clerk

Date: December 14, 2020

[I][We] have authority to bind the corporation

AUTHORIZED BY DUFFERIN COUNCIL
BY-LAW RESOLUTION NO. 2020-71
THE 10th DAY OF December, 2020.

Schedule 1 to Amending Agreement No. 1

Annex 1 Rev 1

REGIONAL RELIEF AND RECOVERY FUND

THE PROJECT - STATEMENT OF WORK

Project Location: Southern Ontario
 Project Start Date: June 23, 2020
 Project Completion Date: February 28, 2021

Project Milestones

Project Milestones	Estimated Completion Date	Amount of Contribution to be Disbursed
Milestone 1: Delivery by Recipient (in electronic format) to TIAO of signed Contribution Agreement complete with all supporting documents	June 23, 2020	N/A
Milestone 2: Funding released (90%) to Recipient	June 30, 2020	\$ \$ 35 482.50
Milestone 3: Delivery by Recipient (in electronic format) to TIAO of interim report, including budget update	September 15, 2020	N/A
Milestone 4: Participation by Recipient in three DMO specific workshops at the Ontario Tourism Summit	October 31, 2020	N/A
Milestone 5: Memorandum of Understanding signed by Recipient with Culinary Tourism Alliance and payment made by Recipient to Culinary Tourism Alliance in the amount of \$1000.00	November 30, 2020	N/A
Milestone 6: Delivery by Recipient (in electronic format) to TIAO of final reporting attestations – 100% of Contribution to be spent by Recipient on or before February 28, 2021	February 28, 2021	N/A
Milestone 7: Final funding released (10%) to Recipient	March 15, 2021	\$ \$ 3 942.50

Expected Results of the Project

Key Project Impacts

Measurement	At Project End
Number of organizations supported	_____
Number of jobs (FTEs) maintained	_____
Value of investments in rural areas	_____

Project Financing

COSTS	Eligible & Supported ^{1,2}		Eligible & Not Supported ³	Ineligible	Total	
	\$	%			\$	%
Recipient Funding	\$ 39 425.00	100%	\$ _____	\$ _____	\$ 39 425.00	100%

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories without the prior written consent of the Minister.
3. Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.