

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2020-73

### **A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HEADWATERS COMMUNITIES IN ACTION. (Partnership Renewal Agreement)**

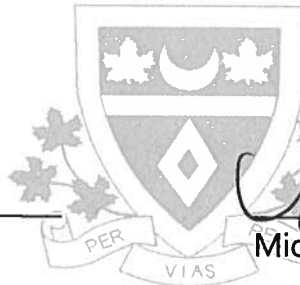
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the Corporation of the County of Dufferin and Headwaters Communities In Action, 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 10<sup>th</sup> day of December, 2020.



Darren White, Warden



Michelle Dunne, Deputy Clerk



## Partnership Agreement January 1, 2021 – December 31, 2023

Headwaters Communities in Action (HCIA) promotes and convenes community conversations providing citizens with information about emerging issues and opportunities. HCIA supports the start-up of collaborative projects that enhance community well-being. Project areas have been chosen from priorities identified in our Community Well-Being Report and the follow up Community Well-Being Refresh project. This work is done in collaboration with community and government partners that share similar goals and aspirations.

HCIA is headed by a Leadership Council made up of community leaders who:

- Act as ambassadors for HCIA within the community
- Identify and engage citizens to join the organization
- Ensuring that all committees and projects are true to HCIA's vision and mandate
- Monitor the work of the Working Groups and project areas
- Select and monitor consultants and other resources to support the work of HCIA
- Keep an eye out for new initiatives, partnerships and connections
- Approve an annual budget and oversee financial management of HCIA

The Leadership Council currently supports the following projects:

- Volunteer Dufferin
- Headwaters Food and Farming Alliance (HFFA), including Farm to School Programs
- Community Well-being research and awareness/education
- County of Dufferin Community Grants program administration
- DC MOVES and supporting the not-for-profit sector
- Other activities in support of citizen priorities

HCIA and the County of Dufferin have strong a relationship and work together on various projects. In the past the County of Dufferin has provided financial and technical support and HCIA has provided community leadership and project management. Many projects have been introduced by HCIA while others have started as County of Dufferin initiatives. This partnership agreement recognizes the strong relationship that has evolved over many years and formalizes the partnership.

### **Obligations of Headwaters Communities in Action (HCIA):**

HCIA:

- Shall provide support, community leadership and project management in the project areas and activities outlined in Schedule B HCIA - Dufferin County Partnership Agreement Activities and Funding Allocation.
- Shall provide regular communication to the public and community stakeholders on the status of



## Partnership Agreement January 1, 2021 – December 31, 2023

their work, project activities, events, and opportunities for engagement. HCIA shall seek community input in a variety of forms.

- Shall provide an interim report to the County Chief Administrative Officer by June 30<sup>th</sup> of each year. An annual report shall be provided by December 31st of each year to be followed by a presentation to Council at the January Council meeting. Reports shall include a summary of activities completed, illustrate progress achieved on any specified indicators, provide a financial overview, and detail any changes to the previously approved project areas.

### **Obligations of the County of Dufferin:**

The County of Dufferin:

- Agrees to work in collaborative manner, to be an advocate for the HCIA role, and to recognize the mutual value derived from this partnership agreement.
- Shall provide annual funding of \$45,000 to be paid in two equal installments in January and June of each year.
- Will provide letters of reference and support for any additional funding sought by HCIA that leverages the funding from the County. Such opportunities must also be in support of overall County goals and objectives.
- Shall endeavor to participate in community engagement activities led by HCIA.

### **Insurance & indemnity:**

Headwaters Communities in Action agrees to obtain and maintain at its own expense, throughout the terms of this Agreement:

- i. comprehensive general liability insurance that will include but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors' protective liability; products and completed operations liability; contingent employers' liability; and severability of interest and cross liability clauses.
- ii. liability insurance shall have a limit of not less than \$2,000,000 for any one occurrence; be comprehensive liability insurance covering the operations and liability assumed under this Agreement; be endorsed to provide that the policy shall not be eligible to be cancelled or allowed to lapse without 30 days prior written notice.

Headwaters Communities in Action shall indemnify and save harmless, the County of Dufferin including the elected officials, employees, agents and contractors, from and against any loss, cost and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement, occasioned wholly or in part by any act or omission of the Headwaters Communities in Action but only if such loss, claim, action, damages, liability,



## Partnership Agreement January 1, 2021 – December 31, 2023

expense or injury arose by reason of the breach of the Agreement with Headwaters Communities in Action or as a result of the illegal or willful or negligent action of Headwaters Communities in Action or its agents, employees or other persons for whom Headwaters Communities in Action is in law responsible.

The County of Dufferin shall indemnify and save harmless Headwaters Communities in Action, its officers, employees, agents and contractors, from and against any loss, cost and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement, occasioned wholly or in part by any act or omission of the applicable municipal partner or partners but only if such loss, claim, action, damages, liability, expense or injury arose by reason of the breach of the Agreement by the partner or partners, or as a result of the illegal or willful or negligent action of the partner or partners or its/their agents, employees or other persons for whom the municipal partners is/are in law responsible.

### **Terms of agreement & provisions for amendment:**

This Agreement commences on the date hereof and continues in full force and effect for a period of three years, subject to earlier termination of this Agreement as provided herein.

This Agreement may be amended as necessary following the presentation of the Annual Report. Amendments shall be recommended to County Council via a staff report from the Chief Administrative Officer or designate.

Six months prior to the termination date of December 31, 2023, a review of this Agreement shall be initiated by Headwaters Communities in Action. The review shall consist of an evaluation of each project area and an overall assessment of the value and effectiveness of the agreement. A review of current community priorities in relation to the project areas shall also be conducted.

Notwithstanding the above, either party may terminate this Agreement with 120 days written notice.



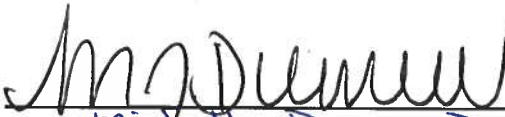
# Partnership Agreement January 1, 2021 – December 31, 2023

In witness whereof the Parties have caused to be affixed their corporate seals under the hands of their duly authorized officers on that behalf.

On behalf of the County of Dufferin:

  
\_\_\_\_\_  
Warden, Darren White

Dec 14 2020  
Dated:

  
\_\_\_\_\_  
Clerk Michelle Dunne, Deputy Clerk

Dec 14, 2020  
Dated:

AUTHORIZED BY DUFFERIN COUNCIL

BY-LAW RESOLUTION NO. 2020-74

THE 10<sup>th</sup> DAY OF December, 2020.

On behalf of Headwaters Communities in Action:

\_\_\_\_\_  
Chair, Leadership Council

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Dated:

**SCHEDULE B**

**HCIA - Dufferin County Partnership Agreement Activities and Funding Allocation for 2021**

HCIA Projects and action areas	Activities	Funding allocation
Volunteer Dufferin	<p>Ongoing management of website and portal including feature and functionality upgrades, new member communications, outreach and promotion of this as a community asset. Target annual net increase in usership and engagement on the site. Where feasible, add activities that align with the offerings of other Volunteer Centres such:</p> <ul style="list-style-type: none"> <li>- as supporting members with tools and resources</li> <li>- training or networking opportunities</li> <li>- outreach and events</li> <li>- advocating for volunteerism</li> </ul>	\$ 15,000.00
Headwaters Food and Farming Alliance (HFFA)	<p>Support for the HFFA Hub activities, including:</p> <ul style="list-style-type: none"> <li>- meeting coordination and reporting</li> <li>- website administration and updates, social media, communications including bi-monthly newsletter and ad hoc, targeted promotions, event support</li> <li>- coordination of activities that further the goals and actions in the Headwaters Food Charter in Dufferin, both independently and in coordination/collaboration with County initiatives under Economic Development, Tourism, Climate Action or other divisions, as appropriate.</li> </ul>	\$ 5,000.00
Dufferin County Community Grants	<p>HCIA will administer the grant process as follows:</p> <ul style="list-style-type: none"> <li>- recommend updates to intake form</li> <li>- refine application and screening criteria</li> <li>- form an assessment committee</li> <li>- ensure connection to County priorities</li> <li>- draft decisions/recommendations report and submit to council according to schedule</li> <li>- follow up with grantees to collect and share stories via appropriate communications channels.</li> </ul>	\$ 10,000.00
HCIA Management and Administration	<p>HCIA will maintain ongoing operations through the following activities:</p> <p><b>Project Management:</b> Overseeing and ensuring the above project commitments are met and reports submitted according to the active partnership agreement contract and schedule.</p> <p><b>Fundraising:</b> Supporting project and general fundraising efforts to ensure sustainability and impact.</p> <p><b>Strategy and Finance:</b> Serving as a community backbone organization by offering mentorship, networking, governance and back office support for citizen-led projects which align with our values and charitable purpose.</p> <p><b>Marketing and Communications:</b> Promoting HCIA-supported projects, community groups/actions and County initiatives through our general channels or targeted communications, sharing public announcements or by request from DC.</p> <p><b>Municipal and Community Outreach and Engagement:</b> Supporting local initiatives through participation on advisory committees and task forces, coordination of community conversations and gathering the citizen voice/lived experience, potentially through the project areas and in collaboration with the County, as appropriate.</p>	\$ 15,000.00
<b>TOTAL</b>	<p><b>Annual Funding for Partnership Agreement: Year 1 Jan. 1, 2021 - Dec. 31, 2021</b>                      Total commitment for 3-year agreement 2021-2023: \$45,000/year x 3yrs = \$135,000</p>	\$ 45,000.00

<b>Other projects operated by HCIA and funded by Dufferin County</b>		
DC Moves	Funded through Community Services. Does not fall under this Partnership Agreement.	