

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-43**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE ZONE 6 REGIONAL TOURISM ORGANIZATION O/A CENTRAL COUNTIES TOURISM. (Zone 6 Tourism Relief Funding Agreement – Southern Ontario Prosperity Program)**

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 Zone 6 Tourism Organization o/a Central Counties Tourism, 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 13<sup>th</sup> day of October, 2020.

  
Wade Mills, Warden



  
Michelle Dunne, Clerk



## **Zone 6 Regional Tourism Organization Central Counties Tourism**

**THIS ULTIMATE RECIPIENT AGREEMENT** (the "Agreement") is dated as of the 7th day of September, 2022 (the "Effective Date")

**BETWEEN:**

**ZONE 6 REGIONAL TOURISM ORGANIZATION O/A CENTRAL COUNTIES  
TOURISM ("CCT")**

**AND:**

**THE CORPORATION OF THE COUNTY OF DUFFERIN** (the "Ultimate  
Recipient")

**AGREEMENT NUMBER: CCT-FedDev-0311060194**

**PREAMBLE:**

- A. The Federal Economic Development Agency for Southern Ontario ("FedDev") has developed the *Southern Ontario Prosperity Program* (the "SOPP"), which is intended to stimulate economic activity across Southern Ontario by supporting small and medium sized enterprises located in Southern Ontario.
- B. As part of the SOPP, FedDev established the *Tourism Relief Fund* to assist tourism businesses across Southern Ontario recover from the pandemic through investments to improve their offerings and adapt to public health measures (the "TRF Program").
- C. CCT, as the initial funding recipient, and Her Majesty the Queen in Right of Canada as represented by the Minister responsible for FedDev, have entered into a Tourism Relief Fund Contribution Agreement dated April 3, 2022 (as may be amended, restated, or otherwise modified from time to time, the "FedDev Agreement") for the implementation of the SOPP through the TRF Program.
- D. Pursuant to the FedDev Agreement, CCT is empowered to administer the TRF Program by selecting qualified recipients for TRF Program funding and to distribute the financial contributions made by FedDev in accordance with the FedDev Agreement.
- E. The Ultimate Recipient, having reviewed the criteria for the TRF Program, has applied to CCT to participate in the TRF Program and to receive funding for its Eligible Project (as defined herein) and the Ultimate Recipient has been approved for funding by CCT.
- F. CCT, through a review panel appointed by its Board of Directors, has selected the Ultimate Recipient to be a TRF Program participant and is therefore qualified to receive TRF Program funding in support of the Eligible Project.

**NOW THEREFORE** in consideration of the mutual covenants and agreement of the parties hereinafter contained and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties covenant and agree as follows:

**1. Interpretation**

- 1.1 Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in Annex 6 – Definitions and Interpretation.

**2. The Agreement**

- 2.1 The purpose of this Agreement is to set out the terms and conditions under which CCT will make a financial contribution to assist the Ultimate Recipient with payment for Eligible Costs incurred for the Eligible Project as detailed in Annex 1 – Statement of Work.
- 2.2 The delivery of the TRF Program and CCT's funding of Eligible Costs contemplated thereunder is contingent upon funding being provided to CCT under and subject to the terms of the FedDev Agreement.

- 2.3 This Agreement contains the following annexes as described below, which form an integral part of this Agreement:

**Annex 1 – Statement of Work**

This annex is a comprehensive description of the Eligible Project including, without limitation, the scope of work, cost breakdown, location of the Eligible Project and sources of funding.

**Annex 2 – Costing Guideline Memorandum**

This annex describes the rules for eligibility for certain costs.

**Annex 3 – Certified Copy of Authorizing Documents**

This annex contains certified copies of the Ultimate Recipient's Authorizing Documents, which documents are to be provided to CCT upon Eligible Project approval, and which are comprised of the Ultimate Recipient's:

- Articles of Incorporation
- By-Laws
- Board/Council Resolution authorizing the organization entering into the Agreement
- Liability Insurance Certificate
- Conflict of Interest Policy
- Procurement Policy

**Annex 4 – Final Report**

This annex contains substantially the forms to be used in order to prepare the final report.

**Annex 5 – Federal Visibility Requirements**

This annex outlines marketing, promotional and other public visibility requirements to which the Eligible Project must adhere.

**Annex 6 – Definitions and Interpretation**

This annex describes the definitions and rules of interpretation that apply in this Agreement.

**3. Duration of Agreement**

- 3.1 This Agreement comes into force on the Effective Date first stated above and will terminate on the date on which the Eligible Project is complete, unless otherwise determined in accordance with the terms of this Agreement.
- 3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

- |             |   |   |
|-------------|---|---|
| Section 0   | - | Overpayment or non-entitlement              |
| Section 8   | - | Reporting, Monitoring, Audit and Evaluation |
| Section 10  | - | Indemnification and Limitation of Liability |
| Section 12  | - | Representations                             |
| Section 14  | - | Default and Remedies                        |
| Section 15  | - | Project Assets and Intellectual Property    |
| Section 166 | - | General                                     |

**4. Terms of Participation in the TRF Program**

- 4.1 The Ultimate Recipient agrees to act strictly in accordance with the terms of this Agreement with respect to its participation in the TRF Program.
- 4.2 The Ultimate Recipient represents and warrants to CCT that it has the power to enter into this Agreement and to perform its obligations hereunder.
- 4.3 The Ultimate Recipient shall not have the authority to do any act on behalf of CCT or FedDev.
- 4.4 The Ultimate Recipient agrees to comply with instructions provided by CCT to acknowledge the support through the Government of Canada and FedDev in their communications about support received through the TRF Program, including websites, news releases, social media, success stories, and announcements.

- 4.5 The Ultimate Recipient warrants that it will comply with all federal, provincial, territorial, municipal and other applicable laws governing the Ultimate Recipient or the Eligible Project, or both, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, municipal bodies.
- 4.6 The Ultimate Recipient warrants that any assets acquired, constructed, rehabilitated or improved with the Funds provided under this Agreement will not be sold or otherwise disposed of without prior written approval from CCT for the term of the Agreement.
- 4.7 CCT reserves the right to transfer to any third party all rights, title and interest in this Agreement.
- 4.8 The Ultimate Recipient acknowledges that if it is in breach of, or in default under, this Agreement, such breach or default may result in, among other things, legal action against the Ultimate Recipient by CCT. The Ultimate Recipient shall at all times have regard to and take account of CCT's risks, liabilities and obligations under the provisions of the FedDev Agreement and shall comply with the provisions of this Agreement and provide such information and documentation as may be requested by CCT from time to time so as to enable CCT to perform its obligations under the FedDev Agreement.

## **5. Funding**

- 5.1 Subject to, and in accordance with, the terms and conditions of this Agreement, CCT will distribute to the Ultimate Recipient the following non-repayable performance-based contribution in respect of the Eligible Project an amount not exceeding the lesser of:
  - (a) \$100,000.00 (one hundred thousand dollars); and
  - (b) One hundred percent (100%) of Eligible Costs, exclusive of HST (as stated in sections 1.2 and 5.1 of this Agreement), incurred by the Ultimate Recipient as detailed in Annex 1 – Statement of Work.
- 5.2 No Funds shall be disbursed under this Agreement unless the Eligible Project meets and continues to meet the requirements of Section 11.
- 5.3 Notwithstanding any other provisions of this Agreement, CCT will, in its sole discretion, withhold ten percent (10%) of the Funds until:
  - (a) the Eligible Project is completed to the satisfaction of CCT;
  - (b) the Ultimate Recipient has satisfied all the conditions of this Agreement;
  - (c) the final report described in Subsection 7.2(d) has been submitted to the satisfaction of CCT;
  - (d) audits and site visits, where required by CCT, have been completed to the satisfaction of CCT; and
  - (e) CCT has approved the final claim described in Subsections 7.2 and 7.3.
- 6. **Administrative Costs.** 'Administrative Costs' are eligible up to a maximum of ten percent (10%) of the total funding disbursed. Should the project come in under budget, any assistance thereof may be adjusted accordingly to ensure that they do not exceed the ten percent (10%) limit by the Completion Date. Administrative expenses refer to the costs incurred to support the functioning of the project.
- 7. **Claims and Payments.**
  - 7.1 The Ultimate Recipient shall maintain accounting records that account for the Funding paid to the Ultimate Recipient and the related Eligible Project costs in respect of this Agreement, separate and distinct from any other sources of funding.
  - 7.2 The Ultimate Recipient shall submit weekly claims in accordance with Sections 7.4 and 7.5 of this Agreement as stated below, up to ninety percent (90%) of the maximum Funding amount, at which point CCT will withhold the remaining ten percent (10%). The remaining Funding will be released upon submission of a) a final claim by the Ultimate Recipient of

Eligible Costs incurred during the Eligibility Period in a form satisfactory to CCT and in accordance with Annex 2 – Costing Memorandum Guideline, and b) a Final Report as outlined in Annex 5 – Final Agreement of this Agreement. The final claim will include the following information:

- (a) a final statement of total Eligible Project costs;
- (b) a statement of total government assistance (federal, provincial and municipal assistance) received or requested towards the Eligible Costs;
- (c) an itemized summary by cost category of Eligible Costs incurred substantially in the form prescribed by CCT;
- (d) a final report on the Eligible Project in accordance with Annex 5 – Claim Form and Final Report;
- (e) certification of the claim by the Ultimate Recipient, confirming the accuracy of the claim and all supporting information provided;
- (f) if applicable, a certification by a director or officer of the Ultimate Recipient that any environmental mitigation measures that may be set out in this Agreement have been implemented; and
- (g) any other substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by CCT.

7.3 The Ultimate Recipient shall submit the final claim for reimbursement of Eligible Costs incurred to the satisfaction of CCT no later than 14 days after the Completion Date or the date the Eligible Project is completed to the satisfaction of CCT, whichever is earlier. CCT shall have no obligation to pay any claims submitted after this date.

7.4 **Payment Procedures for Pending Actual Expenses.** Subject to the maximum Funding amounts set forth in Subsection 5.1 and all other conditions contained in this Agreement, CCT shall disburse funds to the Ultimate Recipient based on actual costs procured but not yet paid. These costs shall be deemed Pending Actual Expenses. Payment procedure is as follows:

- (a) Pending Actual Expenses shall be summarized in a Claim Form to be provided to the Ultimate Recipient by CCT, and shall be submitted to CCT, along with copies of vendor or service provider invoices for the Pending Actual Expenses, on Monday of each week of the Eligibility Period (where applicable).
- (b) CCT, upon review and acceptance of this submission, shall disburse funds to the Ultimate Recipient accordingly and by direct deposit within three (3) business days. The Ultimate Recipient will then use these funds to pay vendors and service providers respectively. Payment to vendors or service providers **must not** be made by any third party. Funds must be paid from a bank or credit card account held by the Ultimate Recipient as an incorporated not-for-profit organization.
- (c) Upon payment of funds by the Ultimate Recipient, proof of payment must be submitted to CCT. Proof of payment can be one of the following:
  - a credit card or bank statement showing
    - corresponding charge, and
    - account holder name
  - a cancelled cheque
  - a statement or printout from the Ultimate Recipient's accounting system showing
    - vendor invoice entry, and
    - payment entry showing payment details
- (d) subsequent claims for Pending Actual Expenses shall be withheld until satisfactory proof of payment is received by CCT.

7.5 **Payment Procedures for Reimbursable Expenses.** Subject to the maximum Funding amounts set forth in Subsection 5.1 and all other conditions contained in this Agreement, CCT shall disburse funds to the Ultimate Recipient based on actual costs paid directly to the

vendor or service provider. These costs shall be deemed Reimbursable Expenses. Payment procedure is as follows:

- (a) Reimbursable Expenses shall be summarized in a Claim Form to be provided to the Ultimate Recipient by CCT, and shall be submitted to CCT, along with copies of the paid vendor or service provider invoices for the Reimbursable Expenses on Monday of each week of the Eligibility Period (where applicable). Claims will be accompanied by proof of payment as described above in section 7.4 (c). Payment to vendors or service providers **must not** be made by any third party. Funds must be paid from a bank or credit card account held by the Ultimate Recipient as an incorporated not-for-profit organization.
- (b) CCT, upon review and acceptance of this submission, shall disburse funds to the Ultimate Recipient accordingly and by direct deposit within three (3) business days.

**7.6 Overpayment or Non-entitlement.** Where, for any reason, the Ultimate Recipient is not entitled to all or part of the Funding or the amount paid to the Ultimate Recipient exceeds the amount to which the Ultimate Recipient is entitled, the Funding or the amount in excess, as the case may be, shall constitute a debt due to CCT and shall be recovered as such from the Ultimate Recipient. The Ultimate Recipient shall repay CCT within twenty (20) calendar days from the date of CCT's notice, the amount of the Funding disbursed or the amount of the overpayment, as the case may be, together with any interest that may be calculated in accordance with this Agreement. The Ultimate Recipient acknowledges that CCT will not be financially responsible for any ineligible expenditures or cost and schedule overruns for an Eligible Project.

**7.7 Revenue Earned.** If the Ultimate Recipient earns any interest as a consequence of any advance payment of the Funding or earns any revenue from all or part of the activities supported by the Funding, other than that interest or revenue which is used to pay for all or part of the Eligible Costs incurred by the Ultimate Recipient during the Eligible Project, CCT may in CCT's absolute discretion reduce the Funding by all or by such portion of the revenue as deemed appropriate.

## **8. Records, Reporting, Monitoring and Audit.**

**8.1** The parties agree to maintain proper and accurate accounts and records of the Eligible Project for a minimum of seven (7) years after the date of completion of the Eligible Project.

**8.2** The Ultimate Recipient agrees to provide CCT with the reports in the form prescribed by CCT and satisfactory to CCT in scope and detail, in order to allow CCT to assess the progress of the Eligible Project. Reports will be submitted on the dates described in the reporting schedule provided by CCT. CCT may reassess the reporting frequency from time to time at CCT's sole discretion and notify the Ultimate Recipient of any changes.

**8.3** Upon request of the Minister and at no cost to the Minister, the Ultimate Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.

**8.4** The Minister may request a copy of any report or publication produced as a result of this Agreement or the Eligible Project, whether interim or final, as soon as it becomes available.

**8.5** The Minister shall have the right to audit, or cause to have audited, the accounts and records of the Ultimate Recipient and to have a right of access to Eligible Project site and the books and accounts of the Ultimate Recipient. To this end, the Ultimate Recipient shall, at its own expense and for the duration of the Control Period:

- (a) preserve and make available for audit and examination by CCT and the Minister proper books, accounts and records of the Eligible Project costs, wherever such books and records may be located, and permit CCT and the Minister to conduct such independent audits and evaluations as CCT's or the Minister's discretion may require;
- (b) upon reasonable notice and after consultation with the Ultimate Recipient, permit CCT and the Minister reasonable access to the Eligible Project site and/or the Ultimate Recipient's premises and documents in order to inspect and assess the progress and results of the Eligible Project and compliance with the terms of this Agreement; and

- (c) supply promptly, on request, such other reports or data in respect of the Eligible Project and its results, as CCT or the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.

8.6 **Auditor General of Canada.** The Ultimate Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with CCT, conduct an inquiry under the authority of Subsection 7.1 (1) of the *Auditor General Act* in relation to this Agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Ultimate Recipient shall provide, upon request and in a timely manner to the Auditor General or anyone acting on behalf of the Auditor General:

- (a) all records held by the Ultimate Recipient or by agents or contractors of the Ultimate Recipient, relating to this Agreement and use of the Funding, and
- (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

**9. Public Communications.**

- 9.1 The Ultimate Recipient consents to being contacted directly by CCT and/or the Minister in relation to success stories, announcements, ceremonies and other communications activities.
- 9.2 The Ultimate Recipient acknowledges the federal government's role in the funding provided through this Agreement.
- 9.3 The Ultimate Recipient consents to a public announcement of their project by or on behalf of the Minister in the form of a news release and/or event.
- 9.4 The Minister, through FedDev and CCT, shall inform the Ultimate Recipient of the date the public announcement is to be made, and the Ultimate Recipient shall maintain the confidentiality of the funding agreement until such date.
- 9.5 The Ultimate Recipient consents to the participation of the Minister or the Minister's representatives at the announcement event of the Eligible Project, and to have the event take place on a day mutually agreed upon by the Ultimate Recipient and the Minister or its representatives.
- 9.6 The Ultimate Recipient agrees to a media/public event upon completion of the Eligible Project with the Minister or the Minister's designated representatives at mutually agreeable venue, time and date.
- 9.7 The Ultimate Recipient agrees to display promotional material and/or signage provided by FedDev at the event.

**10. Indemnification and Limitation of Liability.**

10.1 The Ultimate Recipient shall at all times indemnify and save harmless CCT and Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- (a) the Eligible Project, its operation, conduct or any other aspect thereof;
- (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Ultimate Recipient, their officers, employees and agents, or by a third party or its officers, employees, or agents;
- (c) the design, construction, operation, maintenance and repair of any part of the Eligible Project; and

- (d) any omission or other wilful or negligent act or delay of the Ultimate Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of CCT or of Her Majesty, in the performance of his or her duties.

10.2 CCT shall have no liability under this Agreement, except for payments of the Funding in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, CCT and the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Ultimate Recipient.

## **11. Environmental.**

11.1 The Ultimate Recipient represents and warrants that the Eligible Project is not a "designated project" or a "project" under the applicable federal environmental and impact assessment legislation.

11.2 Construction or any other physical activity that is carried out in relation to the Eligible Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will be payable by CCT to the Ultimate Recipient for the Eligible Project unless and until the requirements under the applicable federal environmental or impact assessment legislation are met and continue to be met:

- (a) where the Eligible Project is a "designated project" under the applicable federal environmental or impact assessment legislation,

- (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Eligible Project; or

- (ii) a decision statement in respect of the Eligible Project is issued to the Ultimate Recipient indicating that:

- A. the Eligible Project is not likely to cause significant adverse environmental effects;

- B. the Eligible Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of the Eligible Project; or

- C. the adverse effects with respect to the impact assessment of the Eligible Project are in the public interest,

- (b) where the Eligible Project is a "project" under the applicable federal environmental or impact assessment legislation, a determination that the carrying out of the Eligible Project:

- (i) is not likely to cause significant adverse environmental effects; or

- (ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and

- (c) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups.

11.3 The Ultimate Recipient will provide the Minister with reasonable access to any Eligible Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required conditions, mitigation measures, monitoring or program follow up have been carried out.

11.4 If, as a result of changes to the Eligible Project or otherwise, the Minister is of the opinion that an environmental or impact assessment or a subsequent determination is required for the Eligible Project, the Ultimate Recipient agrees that construction of the Eligible Project or any other physical activity that is carried out in relation to the Eligible Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by CCT or the Minister to the Ultimate Recipient for the Eligible Project unless and until:

- (a) where the Eligible Project is a "designated project" under the applicable federal environmental or impact assessment legislation;
  - (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Eligible Project; or
  - (ii) a decision statement in respect of the Eligible Project is issued to CCT or Ultimate Recipient indicating that:
    - A. the Eligible Project is not likely to cause significant adverse environmental effects;
    - B. the Eligible Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of the Eligible Project; or
    - C. the adverse effects with respect to the impact assessment of the Eligible Project are in the public interest,
- (b) where the Eligible Project is a "project" under the applicable federal environmental or impact assessment legislation, a determination that the carrying out of the Eligible Project:
  - (i) is not likely to cause significant adverse environmental effects; or
  - (ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and
- (c) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups are met and continue to be met:

**11.5 Indigenous consultation.** The Ultimate Recipient acknowledges that CCT's obligation to provide the Funding is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Indigenous groups, which may be affected by the terms of this Agreement.

## **12. Representations and Covenants.**

**12.1 Representations.** The Ultimate Recipient represents and warrants that:

- (a) it is a not-for-profit organization, duly incorporated and validly existing and in good standing under the laws of the Province of Ontario, and it has the power and authority to carry on its business, to hold its property and to enter into this Agreement. The Ultimate Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Ultimate Recipient and when executed and delivered by the Ultimate Recipient, this Agreement constitutes a legal, valid and binding obligation of the Ultimate Recipient, enforceable against it in accordance with its terms;
- (c) this Agreement constitutes a legally binding obligation of the Ultimate Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (d) the execution and delivery of this Agreement and the performance by the Ultimate Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - (i) violate the provisions of the Ultimate Recipient's by-laws, any other corporate governance document subscribed to by the Ultimate Recipient or any resolution of the Ultimate Recipient;

- (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (e) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Ultimate Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Ultimate Recipient's ability to carry out the activities contemplated by this Agreement;
  - (f) it has obtained or will obtain all necessary licences and permits in relation to the Eligible Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
  - (g) it owns or holds sufficient rights in any intellectual property required to carry out the Eligible Project;
  - (h) the description of the Eligible Project in Annex 1 – Statement of Work is complete and accurate; and
  - (i) it is located in the regions of York, Durham and/or Headwaters.

**12.2 Covenants.** The Ultimate Recipient covenants and agrees that:

- (a) it shall use the Funding solely and exclusively to support the Eligible Costs of the Eligible Project, and shall carry out the Eligible Project in accordance with the description in Annex 1 – Statement of Work, in a diligent and professional manner, using qualified personnel;
- (b) it shall obtain the prior written consent of CCT before making any material change to any aspect of the Eligible Project or to the management of the Eligible Project or the Ultimate Recipient; and
- (c) it shall acquire and manage all equipment, services and supplies required for the Eligible Project in a manner that ensures the best value for funds expended.

**12.3 Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Ultimate Recipient is not in default of compliance with any terms of this Agreement.

**13. Official Languages.**

**13.1** The Ultimate Recipient acknowledges and understands that:

- (a) any public acknowledgment of FedDev's support for the TRF Program must be expressed in both official languages;
- (b) all TRF Program information must be developed and made available in both official languages; and
- (c) all signage related to the TRF Program must be in both official languages.

**13.2** The Ultimate Recipient agrees that it will consider the needs of the official language minority community in developing the Eligible Project and related services, acknowledge FedDev's support for the Eligible Project in English and French, and specifically invite the official language minority community to participate in the development and implementation of the Eligible Project, if applicable.

**14. Default and Remedies.**

**14.1 Event of Default.** CCT may declare that an Event of Default has occurred if:

- (a) the Ultimate Recipient has failed or neglected to pay CCT any amount due in accordance with this Agreement;
- (b) the Eligible Project is not meeting its objectives or milestones as set out in Annex 1 – Statement of Work, is not completed to CCT's satisfaction by the Completion Date or the Eligible Project is abandoned in whole or in part;
- (c) the Ultimate Recipient makes a materially false or misleading statement concerning support by CCT, FedDev or the Minister in any internal and/or public communication, other than in good faith;
- (d) the Ultimate Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (e) an order is made or the Ultimate Recipient has passed a resolution for the winding up of the Ultimate Recipient, or the Ultimate Recipient is dissolved;
- (f) the Ultimate Recipient has, in the opinion of CCT, ceased to carry on business or has sold, disposed or transferred all or substantially all of its assets;
- (g) the Eligible Project is carried out outside of York, Durham and/or Headwaters, unless an exception is set out in Annex 1 – Statement of Work;
- (h) the Ultimate Recipient has submitted false or misleading information, or has made a false or misleading representation to CCT in this Agreement or in its application for the Funding;
- (i) the Ultimate Recipient has not, in the opinion of CCT, met or satisfied a term or condition of this Agreement;
- (j) the Ultimate Recipient has not met or satisfied a term or condition under any other agreement of any kind with CCT;
- (k) the Ultimate Recipient is not eligible or is otherwise not entitled to the Funding; or
- (l) the Ultimate Recipient has not complied with the reporting, monitoring, audit and evaluation requirements, specified in this Agreement.

**14.2 Notice of Breach and Rectification Period.** CCT will not declare that an Event of Default has occurred unless it has given prior written notice to the Ultimate Recipient of the occurrence, which in CCT's opinion constitutes an Event of Default. The Ultimate Recipient shall, within such period of time as CCT may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of CCT, that it has taken such steps as are necessary to correct the condition, failing which CCT may declare that an Event of Default has occurred. During the period of time specified in the notice, CCT may suspend payment of any claim submitted before or after the date of notice.

**14.3 Remedies.** If CCT declares that an Event of Default has occurred, CCT may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by CCT to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by CCT to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Ultimate Recipient to repay forthwith to CCT all or part of the Funding, and that amount is a debt due to CCT and may be recovered as such.

## **15. Project Assets and Intellectual Property.**

**15.1** Title to and ownership of any assets the cost of which has been contributed to by Funding under this Agreement shall be determined by CCT in accordance with the FedDev Agreement, CCT's policy on intellectual property, and any applicable Canadian law.

## **16. General.**

- 16.1 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Ultimate Recipient, without the prior written consent of CCT.
- 16.2 **Successors and Assigns.** This Agreement is binding upon the Ultimate Recipient, its successors and permitted assigns.
- 16.3 **Entire Agreement.** This Agreement comprises the entire agreement between the parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by CCT to the Ultimate Recipient, except as expressly set out in this Agreement.
- 16.4 **Confidentiality.** Subject to the law and this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 16.5 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 16.6 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 16.7 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the parties hereto.
- 16.8 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between CCT and the Ultimate Recipient, or between CCT and a third party. The Ultimate Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of CCT, nor shall the Ultimate Recipient make a promise, agreement or contract and incur any liability on behalf of CCT, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 16.9 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 16.10 **Public Dissemination.** All reports and other information that CCT or the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Ultimate Recipient collects, creates, manages and shares with CCT or the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 16.11 **No conflict of interest.** The Ultimate Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of CCT, with the carrying out of the Eligible Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Ultimate Recipient owns or has an interest in an organization that is carrying out work related to the Eligible Project.
- 16.12 **Disclose potential conflict of interest.** The Ultimate Recipient shall disclose to CCT without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 16.13 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable

shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

16.14 **Business Information.** Notwithstanding anything else contained in this Agreement, CCT and the Minister shall be given the right to the use of any of the Ultimate Recipient's publicly available business information about the Eligible Project (e.g. brochures, awareness, packages, etc.).

16.15 **Tax.** The Ultimate Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

**17. Notices.**

17.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or email (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by email shall be deemed to have been received when sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

17.2 All notices must be sent to the following addresses:

To CCT:	To the Ultimate Recipient:
Central Counties Tourism PO Box 98003, 2727 Courtice Rd., Courtice, ON L1E 3A0	The Corporation of the County of Dufferin 30 Centre St., Orangeville, ON L9W 2X1
<b>Attention:</b> Chuck Thibeault Executive Director Phone: 905.940.9999 x 1 Email: cthibeault@centralcounties.ca	<b>Attention:</b> Cody Joudry Director of Development & Tourism Phone: 519.941.2816 Email: cjoudry@dufferincounty.ca


17.3 Each of the parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

**18. Counterparts and Electronic Signature**

18.1 This Agreement, including any agreement, document, instrument or certificate delivered by or on behalf of any party in connection with this Agreement, may be executed by the parties in counterparts and all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including portable document format or any electronic signature complying with applicable law, e.g., [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered is deemed to have been duly and validly delivered and be valid and effective for all purposes.


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

**ZONE 6 REGIONAL TOURISM  
ORGANIZATION  
O/A CENTRAL COUNTIES TOURISM**

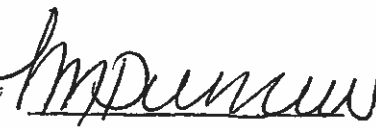
By:   
Name: Chuck Thibeault  
Title: Executive Director  
I have authority to bind the Corporation.

Date: 23-Sep-2022

**ULTIMATE RECIPIENT**

By:   
Name: Wade Mills  
Title: Warden  
I have authority to bind the Corporation.

Date: SEPT 20/22

By:  Date: Sept 19/22  
Name: Michelle Dunne  
Title: Clerk  
I have authority to bind the Corporation.

**CENTRAL COUNTIES TOURISM RELIEF FUND PROGRAM ULTIMATE RECIPIENT  
AGREEMENT**

**ANNEX 1 – STATEMENT OF WORK**

# Application: CCT-FedDev-0311060194

Cody Joudry - tkunopaski@dufferincounty.ca  
Tourism Relief Fund - Central Counties Tourism

## Summary

**ID:** CCT-FedDev-0311060194

**Last submitted:** May 14 2022 04:21 PM (EDT)

## CCT - FedDev Tourism Relief Fund Application

**Completed** - May 13 2022

## CCT - FedDev Tourism Relief Fund Application Form

### APPLICANT INFO

#### Operating Business Name:

The County of Dufferin

#### Legal Business Name, if different:

The Corporation of The County of Dufferin

#### Business Number:

**(Provided by Canada Revenue Agency)**

10698 8694 RT0001

#### Number of employees

250

**Type of Business/Organization:**

Municipality/Municipal Development Corp.

**If other, please specify below:**

A reminder that the Tourism Relief Fund is not providing funds directly to the accommodation, restaurant and retail sectors.

(No response)

**Mailing Address:**

30 Centre St.

**City:**

Orangeville

**Province:**

Ontario

**Postal Code:**

L9W 2X1

**Contact Name:**

Cody Joudry

**Contact Phone Number:**

519-941-2816

**Contact Email:**

[cjoudry@dufferincounty.ca](mailto:cjoudry@dufferincounty.ca)

**Has your business/organization previously worked with Central Counties Tourism?**

Yes

## **PROJECT INFORMATION**

**Project Start Date:**

Jun 1 2022

**Project Completion Date**

**(Deadline Dec 31/22):**

Dec 31 2022

**How is your business currently contributing to the visitor economy?**

Dufferin County has invested in a five-year tourism strategy & action plan, which was approved in 2020

and began implantation in 2021. Given no former dedicated focus on tourism development in Dufferin, our municipality's efforts in supporting the visitor economy are foundational – we are invested in thoughtfully laying the ground work needed to build a destination that people will be excited to visit, feature on their social media, and return to again in the future. Our initial tourism efforts have included:

- Stakeholder engagement, to build relationships with local experience providers and best understand their opportunities and challenges;
- Leveraging existing tourism-ready assets to help establish Dufferin's tourism narrative/brand;
- Enhancing County-owned tourism assets in an effort to provide holistic and seamless visitor experiences (for example, we're in the midst of a Strategic Plan development process for the Museum of Dufferin, which will support efforts in decolonization and anti-oppression);
- Developing interactive tourism collateral that directly appeals to target markets & diverse audiences, and showcases the broad appeal of the region, while driving new visitors to local businesses.

Our priorities as we carry-out the tourism strategy include:

1. Experience development & attraction: Supporting existing local experience providers and entrepreneurs, while working to attract new experience providers, such as nature spas and retreats, or breweries, cideries and wineries.
2. Content & marketing: Enhancing the platforms and assets which we provide to residents, prospective visitors and prospective investors for experience-related information
3. Tourism readiness: Working with stakeholders to enrich or enhance their tourism offerings, and share their experiences with prospective visitors/guests.

Equity, inclusion and decolonization are an inherent part of our plan, and Dufferin continues to work with the County's Diversity, Equity and Inclusion Committee to support the roll-out of the tourism plan to ensure the diverse needs of stakeholders and prospective visitors are considered.

**Total Project Budget**

\$ 125,000

**Total Funds Requested**

\$ 100,000

**Please provide a brief project description:**

To support the aforementioned priorities, this project is focused on experience enhancement, including tourism readiness efforts. It will include:

- Enlisting the support of a tourism business development consultant to provide strategic planning guidance to local experience providers, collectively and one-on-one, to help business owners envision how to best showcase existing experiences and attract visitors, how to refine and enhance existing experiences, and how to collaborate with neighbouring experience providers to enhance the attractiveness of Dufferin tourism opportunities.
- Content development and distribution, to support stakeholder tourism readiness, drive visitors to local businesses & experience providers, and connect local experiences and make them more easy to navigate, all ultimately which enhances the visitor experience. This includes the "Explore Dufferin" Guide, brochure and map development (focused on trails, parking, restrooms, experiences, etc), and blogs & video creation in collaboration with stakeholders.

## **How are you measuring success? What does success look like?**

Measurements of success include:

- Short-term (12 months): Stakeholders engaged in planning, promotion and business enhancements; Visits to Dufferin tourism pages on the corporate website + downloads and clicks on content; community buy-in (demonstrated through social media engagement); Evidence of more evolved experience offerings in Dufferin; anecdotal evidence of growing visitors to local stakeholders.
- Mid-term (12-36 months): Growing visitation to local stakeholders, both anecdotally and using CCT data; More collaborations between local stakeholders; Enhanced product offerings, which are also attracting inquiries from tourism investors interested in establishing a business in Dufferin.
- Long-term (36+ months): Increased visitation to Dufferin; New experience providers in Dufferin; A manageable growth rate in experience development, that residents believe is enhancing their pride of place (versus negatively impacting it).

## **How does/will this project improve tourism capacity, readiness and/or have a positive economic impact?**

Given how this project supports foundational tourism development efforts, there are multiple trickle-out impacts that improve tourism capacity, readiness and have a positive economic impact.

Helping local stakeholders tell their story through content development will drive awareness of their existing offerings, and while working with them on plans to enhance or refine their business will make them more attractive to prospective visitors. Both of these efforts will attract more visitors. More visitors means potentially more jobs created, and enhanced visitor experiences with one stakeholder likely also means more visitor spend in the surrounding area. Growing interest in Dufferin will then attract new prospective investors, who see potential in the expanding experience development/tourism economy locally. In sum, giving stakeholders the tools and guidance to succeed will ultimately lay the foundation for this sustainable growth of tourism in Dufferin.

**Explain how the project will assist your community/region position itself to grow the visitor economy:**

Three major challenges in Dufferin's tourism development include: 1. There is a lack of awareness of existing experiences in Dufferin, 2. Local stakeholders require support to enhance their offering and tell their story in order to attract more visitors, and 3. There are a relatively limited number of experiences that would entice visitors to consider Dufferin for more than a day trip or drive-through stop.

This project will assist our community in growing the visitor economy by addressing these challenges head on. Our efforts will: Expand awareness of experiences and stakeholders in Dufferin, driving visitors to engage with them; enhance experiences available through local stakeholders to be more attractive to visitors, and provide reason for returning visitors; and 3. Drive awareness of Dufferin for investors seeking new areas to build businesses, such as breweries, cideries and wellness experiences.

**Please indicate which of the following federal priorities your project supports (check all that apply):**

**Responses Selected:**

Black Communities

Indigenous Peoples

Racialized Communities

LGBTQ2+

## **BUDGET**

**Is your business or organization a not-for-profit?**

Yes

**Has the project received any other Federal investment?**

No

**Please list all of the project expenses that you expect will be incurred and categorize as capital, non-capital, labour, expertise (consultants, etc.), materials (building & marketing):**

	Type of Expense	Expense Description	Amount (no comma symbol)
1	Expertise	Tourism business development consultant to support experience enhancement, tourism readiness for local stakeholders	35000
2	Expertise	Content development (blogs, brochures, maps, etc.)	12000
3	Expertise	Graphic designer to support content initiatives, assets for stakeholders	12000
4	Non-Capital	Distribution of content	23000
5	Expertise	Video content development	18000
6			
7			
8			
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14			
15			
Total			100000.0

If the chart above is insufficient to include your budget, please upload it through the 'Upload a file' button below instead.

NOTE: Line 1 in the budget grid above is mandatory, so if uploading your budget, you will still be required to complete that first line, at minimum.

Please list all of the other funding sources for your project, including organization investment:

	Organization Name / Funding Source	Amount (no comma symbol)
1	The Corporation of the County of Dufferin	25000
2		
3		
4		
5		
6		
7		
8		
Total		25000.0

**CENTRAL COUNTIES TOURISM RELIEF FUND PROGRAM ULTIMATE RECIPIENT  
AGREEMENT**

**ANNEX 2 – COSTING MEMORANDUM GUIDELINE**

**1. General Conditions.**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of CCT and FedDev:
- (a) directly related to the intent of the Eligible Project;
  - (b) reasonable;
  - (c) appear in Annex 1 – Statement of Work; and,
  - (d) are incurred between the Eligibility Date and the Completion Date.
- 1.2 Costs submitted for payment or reimbursement must be net of any refund or eligible tax credits (including HST).
- 1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Ultimate Recipient and the option has been exercised and the costs incurred between the Eligibility Date and the Completion Date.
- 1.4 The costs of all goods and services acquired from an entity which, in the opinion of CCT, is not at arm's length from the Ultimate Recipient, shall be valued at the cost which, in the opinion of CCT, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible Costs, unless the Ultimate Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Sub- Project, and to provide CCT and FedDev access to such books, accounts and records.

**2. Consultants**

- 2.1 The direct costs of studies and/or services carried out by a private contractor or consultant are Eligible Costs.
- 2.2 Where a particular contractor or consultant has been specified in the Agreement, and the Ultimate Recipient wishes to proceed with the Eligible Project using another contractor or consultant, prior consultation with CCT is advised to ensure eligibility.
- 2.3 The cost of the services of any consultant that is not, in the opinion of CCT, at arm's length from the Ultimate Recipient, shall not be Eligible Costs.

**3. Calculation of Direct Labour**

- 3.1 Labour and benefit costs claimed by the Ultimate Recipient as direct Eligible Costs toward the Eligible Project will include only that time worked directly on the Eligible Project at the payroll rate and excludes indirect time, non-project related time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of CCT, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

- 3.2 The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.
- 3.3 Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:
- (a) actual cost; and
  - (b) twenty percent (20%) of the payroll rate of each employee.
- 3.4 Benefits such as car allowances and other benefits beyond those listed above are not eligible.
4. Labour and benefit costs may not be claimed by the Ultimate Recipient as direct Eligible Costs toward the Eligible Project if these costs are being funded by another governing body, grant or partnership program, or charitable organization. To claim these labour and benefit costs as Eligible Costs, the Ultimate Recipient must show proof to CCT's satisfaction, which proof will be deemed acceptable at CCT's sole discretion, that these funds are being reallocated to other costs or projects not associated with the Eligible Project.

## **5. Sales Taxes**

- 5.1 Eligible Costs do not include any harmonized sales tax (HST) unless the Ultimate Recipient does not claim Input Tax Credits. Where this is the case, Eligible Costs may include the portion of HST that is net any refund.

## **6. Ineligible Costs**

- 6.1 For greater certainty, any costs that do not qualify as Eligible Costs in accordance with section 1 of this Annex, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:
- (a) costs of land, building or vehicle purchase;
  - (b) refinancing;
  - (c) costs of intangible assets such as goodwill, whether capitalized or expensed;
  - (d) depreciation or amortization expenses;
  - (e) interest on invested capital, bonds, debentures, or mortgages;
  - (f) bond discount;
  - (g) losses on investments, bad debts and any other debts;
  - (h) fines or penalties;

- (i) costs related to litigation;
- (j) non-incremental wages;
- (k) fees for administrators, including payments to any member or officer of the Ultimate Recipient's board of directors;
- (l) opportunity costs; and
- (m) lobbyist fees.

**CENTRAL COUNTIES TOURISM RELIEF FUND PROGRAM ULTIMATE RECIPIENT  
AGREEMENT**

**ANNEX 3 – AUTHORIZING DOCUMENTS**

STATUTES  
OF THE  
PROVINCE OF ONTARIO,

PASSED IN THE SESSION HELD IN THE  
THIRTY-EIGHTH YEAR OF THE REIGN OF HER MAJESTY  
QUEEN VICTORIA,

BEING THE FOURTH SESSION OF THE SECOND PARLIAMENT OF ONTARIO,

DEBATED AND HOLDEN AT TORONTO, ON THE TWELFTH DAY OF NOVEMBER, IN THE YEAR OF  
OUR LORD ONE THOUSAND EIGHT HUNDRED AND SEVENTY-FOUR.



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HIS EXCELLENCY  
THE HONOURABLE JOHN CRAWFORD,  
LIEUTENANT-GOVERNOR.

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Toronto:  
PRINTED BY JOHN NOTMAN,  
LAW PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY.

ANNO DOMINI, 1874.

section thereof which is hereby repealed, shall be and remain in force until the end of the next session of the Legislature and no longer.

Police Court  
at Fort Erie  
and licenses in  
Fort Erie and  
Bertie.

2. The Police Magistrate appointed under the said Act shall, as often as he may consider necessary, or in case the Lieutenant Governor in Council give a direction in that behalf, then as often as the said Lieutenant-Governor directs, hold a Police Court in the village of Fort Erie; and the said Police Magistrate shall have the like authority over any license granted or issued by the Municipal Officers of the village of Fort Erie, or of the Township of Bertie, as he now has over licenses granted or issued by the Municipal Officers of the town of Clifton, or of the Township of Stamford.

### CAP. XXXI.

An Act to separate the Town of Orangeville and certain Townships in the Counties of Wellington, Grey and Simcoe, from the said Counties, and to erect the same into the County of Dufferin.

[Assented to 21st December, 1874.]

Preamble.

**W**HEREAS the population of the Town of Orangeville in the County of Wellington, and the Townships of East Garafraxa and Amaranth, also in the said County of Wellington, Melancthon in the County of Grey, and Mono, and Mulmur, in the County of Simcoe, is about eighteen thousand three hundred and eighty-six, and the assessed value of the property comprised therein, is about three millions of dollars; And whereas, many of the said municipalities are inconveniently distant from the county towns of the counties of which they form a part, and the said counties are of an unwieldy size; And whereas the said municipalities are of such size and wealth, and their relative situation and trade relations are such as to render it fitting that they should (with the approval of the people) be formed into a new county; And whereas divers petitions have been presented praying for the passing of this Act, and it is expedient to comply with the prayer of such petitions:

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

The Provisional Council.

1. The reeves and deputy reeves of the town of Orangeville, in the County of Wellington, and the Townships of East Garafraxa and Amaranth, also in the said County of Wellington, Melancthon in the County of Grey and Mono, and Mulmur in

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in the County of Simcoe, shall form a provisional municipal council, under the style and name of the Provisional Council of the County of "Dufferin," for the purposes of this Act.

2. It shall, upon the written request of any four of the reeves and deputy reeves of the said town and townships aforesaid, be the duty of the reeve of Orangeville to call a meeting of the reeves and deputy reeves of the said town and townships, at such place and hour within the Town of Orangeville as he shall appoint, and a notice of such meeting shall be inserted in at least one newspaper published within the said Counties of Wellington, Grey and Simcoe respectively, and a copy of such notice sent by mail or otherwise to each of such reeves and deputy reeves at least ten days before the day appointed for such meeting; and the said Provisional Council shall at the first meeting thereof to be held under this Act, proceed to elect a Provisional Warden; after which at the same meeting or some adjournment thereof, they shall proceed to pass a by-law for the purpose of taking a vote of the qualified municipal electors of the said Town of Orangeville, and townships aforesaid, on the question of the separation and erection into a new county by vote to be specially taken for that purpose, each qualified elector having one vote and voting "yea" or "nay," after at least ten days' notice shall have been given in the manner to be provided by such by-law of the time and places when and where the said vote is to be taken.

First meeting  
of Reeves.

Election of  
Warden.

Vote for ques-  
tion of Separa-  
tion and  
Erection of  
new County.

3. The Provisional Council shall meet on the requisition of the warden on some day after the day or days appointed for taking such vote, and proceed in open council to ascertain the number of votes recorded "yea" and "nay," and if the result shall show that a majority of the votes recorded are "nay," then after making a record of the same in the minutes of the said Provisional Council, the said council shall adjourn *sine die*, and be called together again only on the written request of a majority of the reeves and deputy reeves of the said town and townships in manner as aforesaid.

Ascertaining  
the result of  
the Poll.

If the result be  
"nay."

4. If the result shall show that a majority of the votes recorded are "yea," the said Provisional Council shall make a record thereof in their minutes, and in that event the county town of the new county shall be Orangeville.

If the result  
be "yea."  
County Town.

5. The said Provisional Council shall and may hereafter pass a by-law for providing means for purchasing and acquiring lands and erecting the necessary county buildings thereon at Orangeville: but before its final passing, such by-law shall be submitted to the municipal electors of the said new county, and a vote shall be taken on the same in like manner as provided by the two hundred and thirty-first section of chapter forty-eight of the Statutes passed by the Legislature of Ontario in the year of our Lord

County Build-  
ings.

Lord one thousand eight hundred and seventy-three, intituled "An Act respecting Municipal Institutions in the Province of Ontario," and after passing such by-law the said Provisional Council shall proceed to erect the necessary county buildings.

Proclamation  
of Lieutenant-  
Governor  
at the erection  
of new county

6. After the necessary buildings shall have been erected as aforesaid, it shall be lawful for the Lieutenant-Governor in Council, by Proclamation, to declare the said town and townships separated from the said counties to which they now respectively belong, and declare them to be formed into a new county under the name of the County of Dufferin, for all judicial and municipal purposes, and also for Registry purposes, unless Proclamation in that behalf has previously issued under the provisions of this Act, but until the issue of such Proclamation, the said town and townships shall remain as at present connected with the counties of which they respectively form a part for all such purposes.

Powers of Pro-  
visional Coun-  
cil prior to  
Proclamation.

7. The Provisional Council aforesaid shall, prior to such Proclamation, have only the powers specially given to it by the preceding sections of this Act.

Powers after  
Proclamation.

8. After such Proclamation the Provisional Council shall and may have and exercise all the rights, powers, privileges and duties conferred on provisional municipal councils by law; and the provisions of any law in force in this Province in any wise affecting or relating to the proceedings consequent upon the dissolution of the union of counties shall apply, so far as applicable, to the separation of the town and townships aforesaid from the respective counties of which they have heretofore formed part, and the erection thereof into a new county.

Municipal  
Institutions  
Act to apply.

9. After such Proclamation the law in force respecting municipal institutions of this Province, shall, as far as they are applicable and not inconsistent with this Act, apply to the County of Dufferin.

Apportion-  
ment of the  
debts of the  
Municipalities.

10. After such Proclamation the corporations of Orangeville, East Garafraxa and Amaranth, shall respectively pay to the County of Wellington, and the corporation of Melancthon shall pay to the corporation of the county of Grey, and the corporation of Mono and Mulmur shall respectively pay to the corporation of the County of Simcoe, such proportion of the then outstanding debt of the Counties of Wellington, Grey and Simcoe respectively, and in such manner as may be determined under the said Act respecting the Municipal Institutions of Ontario; and the respective corporations of the said town and townships shall respectively receive from the county corporations, from which they are respectively separated, a just proportion of the assets of said counties.

Registry  
Office.

11. In case a majority of the votes cast at the polling provided for in the third section of this Act are recorded in favour of the

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the formation of such new county, the Lieutenant-Governor in Council may by an order in Council cause to be issued a Proclamation, and thereby set apart and establish a Registry office for the said county so to be erected as aforesaid.

## CAP. XXXII.

An Act to incorporate the Village of Ailsa Craig, in the County of Middlesex.

[Assented to 21st December, 1874.]

**W**HEREAS the inhabitants of the Village of Ailsa Craig have by their petition represented that there are seventy-seven freeholders and thirty-four householders resident within the said Village of Ailsa Craig, and by reason of the rapid increase of the population of the said Village, and in order to promote its progress and prosperity, and in compliance with a resolution passed at a public meeting duly convened to consider the matter of incorporation, and numerous attended, it is desirable that the said Village of Ailsa Craig should be incorporated under the name of "The Corporation of the Village of Ailsa Craig," and it is expedient to grant the prayer of the said petition: Preamble.

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. On and after the passing of this Act, the inhabitants of the said Village of Ailsa Craig comprised within the boundaries hereinafter mentioned, shall be, and they are hereby constituted, a body corporate, apart from the Townships of McGillivray and East Williams, in which the said Village is now situate, under the name of "The Corporation of the Village of Ailsa Craig", and shall enjoy all such rights, powers and privileges as are now or shall be hereafter conferred on incorporated villages in the Province of Ontario. Village of  
Ailsa Craig  
incorporated.

2. The said Village of Ailsa Craig shall comprise and consist of the following lots and parcels of land, that is to say: part of lot twenty-four and the whole of lots twenty-five and twenty-six in the fifth concession of the Township of McGillivray, and part of lot twenty-four and the whole of lots twenty-five and twenty-six in the twentieth concession of the Township of East Williams, and shall be bounded and described as follows: Commencing at the south-west angle of lot number twenty-four in the aforesaid Township of McGillivray, on the town line between the Townships of McGillivray and East Williams; Boundaries of  
the Village.

**COUNCIL EXTRACT**

FROM THE MINUTES OF THE COUNCIL MEETING

AUGUST 18, 2022

**11. Director of Development & Tourism's Report – Tourism Relief Fund Update and Agreement**

A report from the Director of Development and Tourism, dated August 18, 2022, to request Council's authorization to accept the Tourism Relief Fund grant and agree to the terms of the Tourism Relief Funding Agreement.

**Moved by Councillor Gardhouse, seconded by Councillor Nix**

**THAT the report of the Director of Development and Tourism, dated August 18, 2022, regarding the Tourism Relief Fund Update, be received;**

**AND THAT Council approve the Tourism Relief Funding Agreement.**

**-Carried-**

This is a certified copy of motion #11 from the minutes of the regular meeting of Council of the County of Dufferin held on August 18, 2022.

*Rebecca Whelan*

Rebecca Whelan, Deputy Clerk

## POLICY & PROCEDURE MANUAL

SECTION	COUNCIL RELATED POLICIES	POLICY NUMBER	1.2.6
SUB-SECTION	GENERAL CORPORATE POLICY	EFFECTIVE DATE	February 11, 2021
SUBJECT	Council Member Code of Conduct		
AUTHORITY	General Government Services – January 28, 2021 Council – February 11, 2021 Amended – Council – November 11, 2021 Council – December 9, 2021		

### PURPOSE:

This policy is authorized under Section 223.2(1) of the Municipal Act, S.O. 2001.

### STATEMENT:

This policy provides a code of conduct for the members of Council

### PROCEDURES:

1. Interpretation – Members seeking clarification of any part of the Code of Conduct should consult with the Integrity Commissioner.
2. Complaints will be received through the Integrity Commissioner.
3. The Integrity Commissioner will conduct an investigation and report to Council.

## **BY-LAW 2021-15**

### **A BY-LAW TO ADOPT A CODE OF CONDUCT FOR MEMBERS OF COUNCIL**

WHEREAS the Municipal Act, S.O., 2001, Section 223.2(1) provides that municipalities are authorized to establish codes of conduct for members of the council of the municipality and of local boards of the municipality;

AND WHEREAS Section 5 (3) of the Municipal Act, 2001, as amended, provides that municipal powers shall be exercised by by-law;

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

Code of Conduct	1.1	Members shall conduct themselves according to the Code of Conduct.
Preamble	1.2	A written Code of Conduct helps to ensure that the members of Council share a common basis for acceptable conduct. These standards are designed to provide a reference guide and a supplement to the legislative parameters within which the members must operate. These standards should serve to enhance public confidence that County's elected representatives operate from a base of integrity, justice and courtesy.
Guiding Principles	1.3	All members shall serve their constituents in a conscientious and diligent manner. No member shall use the influence of office for any purpose other than the exercise of their official duties.
General	1.4	<p>The County of Dufferin Code of Conduct operates along with and as a supplement to the existing statutes governing the conduct of members. Examples of provincial legislation that governs the conduct of members of Council include:</p> <ul style="list-style-type: none"><li>• Municipal Act 2001, c.25</li><li>• Municipal Conflict of Interest Act, R.S.O. 1990</li><li>• Municipal Freedom of Information and Protection of Privacy Act, R.S.O 1990</li><li>• Municipal Elections Act, S.O. 1996</li></ul>

		<ul style="list-style-type: none"> <li>• The Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009</li> <li>• Human Rights Code</li> </ul> <p>It is not intended to replace personal ethics.</p>
Gifts and Benefits	1.5	<p>Members shall not accept any gifts, rewards or benefits that are connected directly or indirectly with the performance of duties as County Councillors, except compensation authorized by law.</p> <p>This section does not apply to tokens, mementoes, souvenirs, or such gifts or benefits that are received as an incident of protocol that normally accompanies the responsibilities of office.</p> <p>No Member shall seek or obtain by reason of their office any personal privilege or advantage with respect to County services not otherwise available to the general public and not consequent to their official duties.</p>
Hospitality	1.6	<p>The following are recognized as exceptions to Section 1.5 (Gifts and Benefits):</p> <ul style="list-style-type: none"> <li>• Food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the federal government or by a foreign government within a foreign country.</li> <li>• Food and beverages consumed at banquets, receptions or similar events if: a) attendance serves a legitimate business purpose; b) the person extending the invitation or a representative of the organization is in attendance; and c) the value is reasonable and the invitations infrequent.</li> </ul>
Work of a Political Nature	1.7	<p>A Member shall not collect, use, or disclose information in contravention of the provisions of the Municipal Freedom of Information and Protection of Privacy Act.</p>

		<p>Information is only to be used for the purpose of which it was collected</p> <p>All information, documentation or deliberation received, reviewed or taken in closed session of Council and its committees are confidential, except as otherwise directed by Council.</p> <p>Members shall not disclose or release by any means to any member of the public either in verbal or written form any confidential information acquired by virtue of their office, except when required by law to do so.</p> <p>Members shall not permit any persons other than those who are entitled thereto to have access to information that is confidential.</p> <p>Particular care should be exercised in ensuring confidentiality of the following types of information:</p> <ul style="list-style-type: none"> <li>• Labour negotiations</li> <li>• Information about suppliers provided for evaluation which might be useful to other suppliers</li> <li>• Matters relating to the legal affairs of the County</li> <li>• Sources of complaints where the identity of the complainant given in confidence</li> <li>• Items under negotiation</li> <li>• Information defined as "personal information" under the Municipal Freedom of Information and Protection of Privacy Act</li> </ul> <p>This list is provided for example and is not inclusive. Requests for information should be referred to the Office of the Clerk to be addressed as a formal request under the Municipal Freedom of Information and Protection of Privacy Act.</p>
Use of County Property	1.8	<p>No member shall use for personal purposes any County property, equipment, supplies, or services of consequence other than for purposes connected with the discharge of</p>

		<p>County duties or associated community activities of which County Council has been advised. Personal use of County-issued devices such as an iPad or cellular is permitted.</p> <p>No member shall obtain financial gain from the use of County-developed intellectual property, computer programs, technological innovations, or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the County of Dufferin.</p> <p>No member shall use information gained in the execution of their duties that is not available to the general public, for any purposes other than their official duties.</p>
Work of a Political Nature	1.9	<p>No member shall use County facilities, services, or property for their re-election campaign.</p> <p>No member shall use the services of County employees for their re-election campaign, during hours in which the employees are in the paid employment of the County.</p>
Representing the County	1.10	<p>Members shall make every effort to participate diligently in the activities of the agencies, boards, and commissions to which they are appointed.</p>
Influence On Staff	1.11	<p>Members shall be respectful of the fact that staff work for the County as a corporate body and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual member or group of Members of Council.</p> <p>The Council Staff Relationship Policy (policy 1-2-10) is intended to set a high standard for relations between Council and Staff in order to provide good governance and instill a high level of public confidence in the administration of the County by its Members as duly elected public representatives.</p>

		<p>Members shall follow the general obligations under Section 2.0 of the Council Staff Relationship Policy:</p> <ul style="list-style-type: none"> <li>a) relate to one another in a courteous, respectful and professional manner;</li> <li>b) maintain formal working relationships in order to promote equality and discourage favouritism;</li> <li>c) understand their respective roles and responsibilities, and appreciate and respect the roles and responsibilities of the other;</li> <li>d) work together to produce the best results and outcomes for the County and always taking into account the collective public interest of the County;</li> <li>e) demonstrate a commitment to accountability and transparency among Council, staff and with the general public; and</li> <li>f) act in a manner that enhances public confidence in local government.</li> </ul>
Business Relations	1.12	No member shall borrow money from any person who regularly does business with the County unless such person is an institution or company whose shares are publicly traded and who is regularly in the business of lending money.
Encouragement and Respect for County	1.13	Members shall publically show respect for the County's by-laws and policies and shall act in a way that represents the County.
Attendance at Meetings	1.14	Members shall make best attempts to attend Council and Committee meetings and be on time. When a member cannot attend a meeting they shall contact the Clerk's Department in advance.
Conduct During Meetings	1.15	During meetings, members shall conduct themselves with decorum. Respect for delegations and fellow members and staff requires that all members show courtesy and not distract from the business of the Council or Committee during presentations and when other members have the floor.

		Members will avoid any conduct towards a member of council, staff or members of the public, which is known or ought reasonably to be known to be unwelcome, which offends, embarrasses or intimidates, or which reflects intolerance towards any group or individual.
Harassment	1.16	<p>Harassment is defined in accordance with the Ontario Human Rights Code as vexatious comment or conduct that is unwelcome or ought reasonably to be known to be unwelcome.</p> <p>Members of Council acknowledge that every person who is a councillor or employee has a right to freedom from harassment in the workplace.</p> <p>Harassment of another member, staff or any member of the public is misconduct.</p>
Bullying	1.17	<p>Workplace bullying is defined as "repeated unreasonable behaviour directed towards an employee or a group of staff, that creates a risk to health and safety". Unreasonable behaviour can be defined as behaviour that harms, intimidates, threatens, victimizes, undermines, offends, degrades or humiliates another staff member/s.</p> <p><u>Examples of Workplace Bullying</u></p> <p>The most common types of workplace bullying are:</p> <ul style="list-style-type: none"> <li>• Spreading malicious rumours, gossip or innuendo that is not true</li> <li>• Excluding or isolating someone socially</li> <li>• Intimidating a person</li> <li>• Undermining or deliberately impeding a person's work</li> <li>• Withdrawing necessary information or purposefully giving the wrong information</li> <li>• Setting impossible deadlines</li> <li>• Making inappropriate jokes</li> <li>• Persistent criticism of appropriate work</li> <li>• Freezing out, ignoring or excluding</li> <li>• Attempts to humiliate staff in front of others</li> </ul>

		<ul style="list-style-type: none"> <li>• Unjustified monitoring of work</li> <li>• Verbal/non-verbal threats</li> <li>• Abusive, offensive or insulting language</li> <li>• Behaviours that frighten, humiliate, belittle or degrade</li> <li>• Belittling a person's opinions</li> <li>• Damaging or interfering with a person's property or work equipment</li> <li>• Threats of violence or actual incidents of violence</li> <li>• Regular ultimatums and/or threats of dismissal</li> <li>• Inappropriate comments about a person's appearance, lifestyle or their family.</li> </ul> <p><i>When bullying escalates to include incidents of physical assault or threats, it is considered workplace violence.</i></p> <p>Bullying another member of Council, staff or any member of the public is misconduct.</p>
Interpretation	1.18	Members of Council seeking clarification of any part of this Code of Conduct should consult with the Integrity Commissioner.
Effective date	1.19	This by-law shall take effect on the date of its final passing.
Alleged Breaches of the Code of Conduct	1.20	If a breach of the Code of Conduct is alleged the complaint should be lodged with the Integrity Commissioner.
Corporate Policies	1.21	Members are required to observe the terms of all policies and procedures established by Council. <b>[amended by By-law 2021-43]</b>

## **CORPORATION OF THE COUNTY OF DUFFERIN**

### **BY-LAW NUMBER 2017-33**

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

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

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

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

#### **PROCUREMENT MISSION**

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

#### **DEFINITIONS AND INTERPRETATION**

##### **SECTION 1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Vendor of Record”** means a procurement arrangement, typically established through an RFP, that authorizes one or more qualified vendors to provide goods/services to the County for a defined period on terms and conditions, including pricing, as set out in the VOR agreement.

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

## **PROCUREMENT GOALS, OBJECTIVES AND PRINCIPLES**

### **SECTION 2**

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

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

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

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

## **RESPONSIBILITIES & PROHIBITIONS FOR PROCURING GOODS AND/OR SERVICES**

### **SECTION 3**

#### **(1) General Responsibilities**

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

#### **(2) Procurement Section Responsibilities**

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

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

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

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

(3) Department Head Responsibilities

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

(4) Procurement Sub-Committee Responsibilities

The Procurement Sub-Committee shall:

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

(5) Prohibitions

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

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

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

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

#### (6) Exemptions

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

**PROCUREMENT POLICY**  
**POLICY # 1 - Vendor Eligibility**

**SECTION 4.1**

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

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

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

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

Or any combination of the foregoing.

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

accordance with Policy # 16 – Dispute Resolution.

**(8) No Lobbying and Single Point of Contact**

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

Until such time when the RFQ/RFP/RFT/RFRC/Request for Prequalification is cancelled or awarded.

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

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

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

## **POLICY # 2 - Approval Authority**

### **SECTION 4.2**

- (1) Any person delegated Approval Authority pursuant to this Policy # 2 shall ensure that an approved budget exists for the proposed procurement and that such procurement does not violate any County policies or Legislation. Any such procurement shall also satisfy any applicable audit requirements of the County.
- (2) The following bodies and persons shall have the respective Approval Authority as set out below:
  - (a) **Department Heads** must approve any procurement of a value up to but not including \$50,000 save and except in an Emergency wherein Policy # 10 – Emergency Procurements shall apply. The Department Head may sub-delegate such Approval Authority to his/her staff, who are referred to as an Authorized Delegate in the table below, at the procurement values he/she deems appropriate. Staff who have been further delegated Approval Authority from the Department Head to approve procurements **shall have no authority to** delegate this Approval Authority to any other person.
  - (b) The following chart indicates the approval authorities for various Procurement Policies in accordance with this Policy #2 as well as the persons having the authority to execute contracts in accordance with Policy #13 – Authority to Execute Contracts.
- (3) Authorization to Purchase

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

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

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

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

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

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

## **POLICY # 3 - Specifications**

### **SECTION 4.3**

(1) The following requirements shall be followed in the preparation of the Specifications:

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

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

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

## **POLICY # 4 - Prequalification of Vendors**

### **SECTION 4.4**

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

**(5) Vendors of Record:**

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

## **POLICY # 5 - Determining the Procurement Process**

### **SECTION 4.5**

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

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

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

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

**SECTION 4.5.1**

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

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

**SECTION 4.5.2**

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

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

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

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

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

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

### **SECTION 4.5.3**

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

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

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

### **SECTION 4.5.4**

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

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

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

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

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

## **POLICY # 6 - Unsolicited Proposals**

### **SECTION 4.6**

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

## **POLICY # 7 - Construction Contracts**

### **SECTION 4.7**

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

## **POLICY # 8 - Vendor Performance Evaluation**

### **SECTION 4.8**

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

Whichever is in the best interests of the County.

## **POLICY # 9 - Consulting and Professional Services**

### **SECTION 4.9**

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

## **POLICY # 10 – Emergency Procurements**

### **SECTION 4.10**

(1) An Emergency includes:

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

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

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

## **POLICY # 11 - Non-competitive Procurements**

### **SECTION 4.11**

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

**(a) Short Supply**

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

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

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

**(c) Sole Suppliers and Licensed Professionals**

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

**(d) Contract Extensions**

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

**(e) Emergency, Protection, and Security Concerns**

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

**(f) Special Financing Arrangements**

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

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

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

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

**(h) Miscellaneous Circumstances**

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

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

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

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

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

## **POLICY # 12 - Cooperative Procurements**

### **SECTION 4.12**

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

## **POLICY # 13 - Authority to Execute Contracts**

### **SECTION 4.13**

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

## **POLICY # 14 - Standardization**

### **SECTION 4.14**

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

#### **(4) Standardization Approval Summary Table**

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

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

## **POLICY # 15 - Conflicts of Interest**

### **SECTION 4.15**

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

## **POLICY # 16 - Dispute Resolution**

### **SECTION 4.16**

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

## **POLICY # 17 – Non-compliance with the Procurement Policy**

### **SECTION 4.17**

- (1) Subject to Policy # 2 - Approval Authority, the Treasurer in consultation with the Chief Administrative Officer will authorize the use of a *Non-Compliance with the Procurement Policy Form*, which outlines the circumstances behind a particular instance of non-compliance. This process is to be used when there is a violation of the Procurement Policy consisting of one or more of the following:
  - (a) the contracting of a vendor to provide Goods and/or Services, not in accordance with the requirements of the Procurement Policy;
  - (b) the receipt of an invoice by the County from a vendor under the Procurement Policy, for Goods and/or Services previously acquired outside the procurement process;
  - (c) where it can be proven that the actions or non-actions of an employee, or employee group results in the requirement to initiate a procurement process pursuant to Policy # 10 – Emergency Procurements or Policy # 11 – Non-competitive Procurements;
  - (d) splitting of purchases contrary to the Procurement Policy requirements;
  - (e) any and all other violations of the Procurement Policy.
- (2) Notwithstanding subsection (1) of this Policy # 17, an employee who fails to act in accordance with the provisions of the Procurement Policy, will be subject to appropriate disciplinary action up to and including termination of employment.

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

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

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

## **POLICY # 18 – In-House Bid Submissions**

### **SECTION 4.18**

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

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

## **POLICY # 19 – Review of the Procurement Policy**

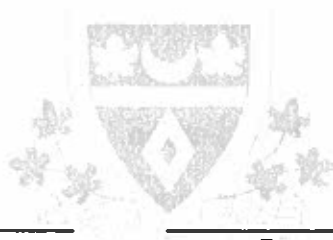
### **SECTION 4.19**

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

### **SECTION 5**

By-law 2012-26 is hereby repealed.

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



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Darren White, Warden

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Pam Hillock, Clerk

## **SCHEDULE A – Statement of Ethics for Public Procurement**

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

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

### **Responsibility to the County:**

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

### **Relationship with vendors:**

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

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

**Relationship with the County:**

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

## **SCHEDULE B – Exemptions**

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

### **(1) Employer's General Expenses**

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

## **(2) Professional Services**

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

## **(3) Special Services**

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

## **(4) Utility Billing**

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

- (f) The removal, relocation, identification or engineering related to utility infrastructure that exists on road allowances, right of ways and other County properties. This includes sub-surface and above-surface infrastructure.
  - (g) Railway companies related to removal, relocation, construction supervision (flagging) and maintenance.
- (5) **Government agencies, regulatory bodies, licensing agencies, other public authorities and non-for-profit organizations accountable to the Ontario government and municipalities to which the County is required to remit to or pay a fee.**

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

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

**(6) Other**

- (a) Antiques and artifacts (shops, sales, repairs, but not including restoration).
- (b) Acquisition of art.
- (c) Publications (including newspapers, periodicals, magazines or books), CDs, DVDs and all copyrighted material.
- (d) Maintenance fees for software and computer hardware for information systems previously acquired.
- (e) Goods for the purpose of retail sales (re-sale) by the County (not including items that bear the County of Dufferin logo or insignia). This exemption does not include food and beverage items.
- (f) Media advertising, including trade shows.
- (g) Venues (including food and beverage where off site catering is not permitted) for

banquets, meetings, events, receptions and training.

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

(i) Real estate sale transactions.

**CENTRAL COUNTIES TOURISM RELIEF FUND PROGRAM ULTIMATE RECIPIENT  
AGREEMENT**

**ANNEX 4 –FINAL REPORT**

The Ultimate Recipient will be required to submit a Final Report that will include (without being limited to) the following information:

- Confirmation of total cash investment into the Eligible Project
- A list confirming all Project activity (milestones) successfully achieved by the Ultimate Recipient during the duration of the Eligible Project
- A narrative description of how the Eligible Project strengthened the Ultimate Recipient's position
- A list of new partnerships created as a result of the Eligible Project
- The number of Full Time Equivalent (FTE) jobs maintained/created and employees trained as a result of the Eligible Project
- Sales performance metrics including forward sales projections for one year (may not apply to select not-for-profit organizations)

and which may include, at CCT's discretion, the Ultimate Recipient's rating of the Funding Initiative in the form of a satisfaction survey.

This Final Report shall be submitted by the Ultimate Recipient no later than 14 days after the Completion Date or the date the Eligible Project is completed to the satisfaction of CCT, whichever is earlier.

## **CENTRAL COUNTIES TOURISM RELIEF FUND PROGRAM ULTIMATE RECIPIENT AGREEMENT**

### **ANNEX 5 – FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. The Recipient agrees to work together with CCT to develop a mutually agreed-upon Communications Plan, as determined, intended to maximize visibility of the support received from the Minister. The plan will include Government of Canada acknowledgment in public facing materials, including digital and other media/marketing content.
3. Specifically, the Ultimate Recipient agrees that website and marketing/communication materials for the Project will note the support from the Government of Canada through the Federal Economic Development Agency for Southern Ontario (FedDev Ontario). Results, success stories, and a breakdown in the distribution of funding provided under all activities of the Project will be included on the relevant websites (including blog posts) and social media content.
4. To promote the support received from the Minister, and to raise awareness of the Agency's ongoing work and impact across Southern Ontario, the Ultimate Recipient agrees to, at the request of the Agency:
  - Participate in and assist with the coordination of a public announcement of the Project in the form of an event and/or news release, as determined by the Minister. The Ultimate Recipient shall maintain the confidentiality of this Agreement until the public announcement takes place;
  - Highlight project achievements and milestones in the form of public events and/or news releases;
  - Celebrate Project completion/milestones in the form of a public event and/or news release, social media posts and/or success stories; and
  - Participate in and assist with activities and projects intended to demonstrate the Agency's impact across Southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.

All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency's Communications Branch. Notice of fifteen (15) business days must be given to the Minister for any public event.

For the activities listed above, the Minister may require access to the Recipient's location(s), but only insofar as trades secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.

5. The Ultimate Recipient agrees to include the appropriate "Government of Canada" wordmark and/or Agency funding acknowledgment in all publications and activities that describe or promote the products and services funded in whole or in part by this Agreement, including, but not limited to, news releases, web sites, social media, digital and print media marketing content. Official government identifiers are available on the Agency's website, and all use of these identifiers and funding acknowledgment must be approved by the Agency prior to publication. The Ultimate Recipient will provide the Agency with no less than ten (10) business days for the approval of all material prior to its release, unless otherwise agreed upon. The Ultimate Recipient will acknowledge the support received from Her Majesty in all

communication and promotional activities until twelve (12) months following the Project Completion Date.

FedDev Ontario has launched the Promotional guidelines and graphics webpage to provide resources and instruction to help funding recipients meet federal visibility requirements. All visibility inquiries can be directed to [cthibeault@centralcounties.ca](mailto:cthibeault@centralcounties.ca).

The Minister may, by notice in writing given to the Ultimate Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Ultimate Recipient.

Visibility requirements may be exempted in circumstances where public acknowledgment of Ministerial support is detrimental to the Recipient and/or the Project. These cases must be made known to the Minister.

**CENTRAL COUNTIES TOURISM RELIEF FUND PROGRAM ULTIMATE RECIPIENT  
AGREEMENT**

**ANNEX 6 – DEFINITIONS AND INTERPRETATION**

- 1. Definitions and Interpretation.** The following definitions and rules of interpretation apply in this Agreement unless otherwise specified:
    - 1.1 “Agreement”** means this ultimate recipient agreement, including any preamble, recitals, schedules, annexes and appendices to this agreement, as amended, supplemented or restated from time to time.
    - 1.2 “Completion Date”** means the Eligible Project completion date, December 31, 2022.
    - 1.3 “Control Period”** means the period of four (4) years following the period determined herein as the duration of the Agreement.
    - 1.4 “Effective Date”** means the later of the last date of signature on the signature page of this Agreement.
    - 1.5 “Eligible Costs”** means those costs incurred by the Ultimate Recipient which, in the opinion of CCT, are reasonable and required to carry out the Eligible Project.
    - 1.6 “Eligible Project”** means the Ultimate Recipient’s Eligible Project as described in Annex 1 – Statement of Work.
    - 1.7 “Eligibility Period”** means April 19, 2021<sup>1</sup> to December 31, 2022.
    - 1.8 “FedDev”** has the meaning given to it in the Preamble.
    - 1.9 “FedDev Agreement”** has the meaning given to it in the Preamble.
    - 1.10 “Fiscal Year”** means the Government of Canada’s fiscal year beginning on April 1 of a year and ending on March 31 of the following year.
    - 1.11 “Funds and Funding”** mean the funds initially contributed to CCT pursuant to the FedDev Agreement and subsequently delivered by CCT to the Ultimate Recipient on behalf of FedDev for the carrying out of the Eligible Project.
    - 1.12 “Minister”** means the Minister responsible for FedDev, or any one or more of the Minister’s representatives.
    - 1.13 “SOPP”** has the meaning given to it in the Preamble.
    - 1.14 “TRF Program”** has the meaning given to it in the Preamble.
    - 1.15 Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
    - 1.16 Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any
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of the annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.

- 1.17 **Captions and Headings.** Captions and headings of the paragraphs of this Agreement are for convenience and reference only, and the words contained in those captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement. The language in all parts to this Agreement, in all cases, shall be construed in accordance with the fair meaning of that language as if that language was prepared by all parties and not strictly for or against any party.

General	
1	This entire document is your claim form, and may be submitted in its entirety. If one of the forms do not apply to a particular submission, you may leave it blank.
2	Claim forms and supporting documentation must be submitted by email to kryalen@centralcounties.ca. Claim forms are due on Monday of each week by 11:59 p.m. EST, and will be paid out within three business days. Any submissions not received by 11:59 p.m. EST will not be processed until the following week.
3	Below is information on how claim forms are to be prepared and submitted. Claim forms prepared improperly will not be accepted. These must be corrected and resubmitted, and will be paid on the next weekly submission processing date.
4	Complete supporting documentation as detailed below must be included with each claim submission. If there is missing documentation, even partial missing documentation, the entire claim will be returned as improperly completed.
5	Claim forms <u>must not</u> be cumulative. Claims submitted must be for new expenses or reimbursements only, and may not record any previously claimed invoices or reimbursements.
For Advance Payment Claims	
6	Advance payments consist of your unpaid vendor invoices for which you are requesting funds to pay.
7	On your Advance Payment Claim Form each week, list vendor invoices individually, and include all information required as outlined on the form. All amounts are to be entered manually, according to the invoice.
8	Vendor invoices must be billed to you, the Ultimate Recipient. They must also include a unique invoice number, the vendor's address, an invoice date, and a description of the goods and services.
9	Along with your Advance Payment Claim Form, you must include copies of your vendor invoices to be paid. These may be attached in your email as individual documents, or as a merged document.
10	If vendor invoices have been submitted as a merged document, invoices must be in the same order in which they are listed on your claim form for ease of identification and processing. Disordered vendor invoice copies will be returned as improperly submitted.
11	If vendor invoice documents have been attached as individual files, the document name must be the vendor name and invoice number for ease of identification and processing. Improperly named vendor invoice files will be returned as improperly submitted.
12	The only file formats that will be accepted are: PDF, MS Word, MS Excel, JPEG, or PNG. All other file formats may result in inability to open on Central Counties Tourism's end, and will result in your Advance Payment Claim Form being rejected as improperly completed.
13	As a not-for-profit Ultimate Recipient that receives an HST rebate, you will receive 100% of the subtotal for each unpaid vendor invoice, plus the portion of HST that is not returned to you as a rebate. Your entire claim will be paid as a single sum for each submission.
14	Once you have paid all of your vendors per your Advance Payment Claim, you must complete the Advance Claim PoP (Proof of Payment) Form and submit along with copies of your proof of payment. Proof of payment can be: a) a cancelled cheque stub front and back, b) a credit card or bank statement showing account holder name and corresponding charge, or c) a vendor payment report from your accounting software showing the vendor paid and the amount. <b><i>Please note that an EFT Confirmation is not acceptable proof of payment, nor is an invoice copy marked "Paid."</i></b>

[illegible]