

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-46

A BY-LAW TO AUTHORIZE THE WARDEN AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND GRAND RIVER CONSERVATION AUTHORITY. (Dufferin Rural Water Quality Program Agreement Extension)

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 the Grand River Conservation Authority, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the Warden and Clerk be hereby authorized to execute the agreement and affix the corporate seal thereto.
3. 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 13th day of October, 2022.


Wade Mills, Warden


Michelle Dunne, Clerk



This Agreement made this day of 2022

B E T W E E N:

CORPORATION OF THE COUNTY OF DUFFERIN
(hereinafter called "the County")

-and-

THE GRAND RIVER CONSERVATION AUTHORITY
(hereinafter called the " the GRCA")

WHEREAS the County wishes to engage the GRCA to deliver a Rural Water Quality Programme (hereinafter called "the grant programme" or "the programme") in accordance with this agreement.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the County and the GRCA mutually agree as follows:

1. Retainer

The County hereby retains the services of the GRCA to administer and deliver the Grant Programme and the GRCA hereby agrees to provide the services set out herein (hereinafter referred to as "the services").

2. Services of the GRCA

(a) The GRCA agrees to provide services to administer the grant programme under which the GRCA will deliver financial incentives to eligible rural property owners within Dufferin County to assist them to institute safeguards and to take other measures to improve surface and subsurface water quality. Without limiting the generality of the foregoing, the services shall include the following:

(i) Meeting of Local Commodity Groups

The GRCA will convene meeting(s) of local commodity groups to provide those groups with information about the goals and objectives of the grant programme and its scheduling.

(ii) Preparation and Maintenance of Programme Guidelines

The GRCA in will develop and maintain grant programme guidelines for review and approval by Dufferin County. These guidelines will provide details of the grant programme structure and shall include a description of the eligible measures, the financial incentives available in respect of each measure, eligibility criteria, the application process, and project implementation & follow-up provisions.

(iii) Promotion & Marketing Strategy

The GRCA will prepare a broad promotion and marketing strategy for the grant programme. This strategy will identify some of the main activities required to disseminate information about the programme and generate interest in the programme, and will be reviewed on an annual basis.

(iv) Ongoing Monitoring and Evaluation

The GRCA will monitor the success of the grant programme on an ongoing basis, primarily by noting the number of best management practices which are implemented as a result of the grant programme. Water quality improvement will be estimated by applying the mathematical model for the prediction of phosphorus levels known as phosphorus accounting.

(v) Grant Programme Management

The GRCA shall assign its Manager of Water Resources as the programme director for this contract and shall assign the Supervisor of Conservation Outreach as the programme co-ordinator for this contract. Neither staff assignment shall be changed without the approval of the County, provided that the GRCA shall be entitled to designate other individuals to occupy a vacated position in the event that either individual leaves the employ of the GRCA. The programme director shall have overall responsibility for the operation of the programme, however the programme co-ordinator shall be responsible for all day-to-day contacts, promotion & marketing, monitoring the implementation specific projects for which grants are approved, preparation and presentation of applications, and the provision of on-site technical assistance to landowners.

(vi) Administrative Services

The GRCA shall provide all administrative services necessary to support the programme. These services shall include, but shall not necessarily be limited to, staffing, accounting, contract management, budgeting, office space, vehicles and other complementary services such as telephone, photocopying and computer facilities which are normally associated with the operation of an office and a programme such as the one described in this agreement.

(b) The GRCA shall use current state of the art principles and shall skilfully perform its services pursuant to this agreement using skilled and competent staff under the supervision of a senior member of the staff of the GRCA.

(c) Additional services may be added into this agreement upon the agreement of each of the parties hereto, and not otherwise.

(d) Where any of the work done pursuant to this agreement would require an approval to be obtained, the GRCA shall apply for such approval as part of its responsibilities hereunder.

3. Governance of the Grant Programme

(a) The overall development and oversight of the grant programme shall be entrusted to a Steering Committee comprised of the following members:

1. Dufferin County Clerk or designate
2. GRCA Manager of Water Resources
3. GRCA Supervisor of Conservation Outreach or designate
4. NVCA Healthy Waters Programme Coordinator or designate
5. CVC Agricultural Outreach Senior Coordinator or designate

(b) Grant applications shall be received by staff of the GRCA or local Conservation Authority (Nottawasaga, Credit Valley, Toronto Region, Saugeen) and shall be presented to the Wellington Rural Water Quality Program Review Committee for consideration (hereinafter referred to as "the Review Committee")

(c) Grant applications shall be processed and presented to the Review Committee in a format which does not reveal, to the extent reasonably possible, the identity of the Grant Applicant.

(c) The Review Committee shall have the authority to approve grant applications. In the event that a grant applicant is dissatisfied with a decision of the Review Committee, the grant applicant shall be entitled to one appeal to the Steering Committee for a rejected project where the appeal is based

on additional information not presented with the initial application.

4. Rules of Procedure

- (a) The Review Committee shall adopt such rules of procedure as they consider expedient from time to time.
- (b) Despite (a), all members of the Review Committee shall obey the same rules as would be applicable to Municipal Councillors under the Municipal Conflict of Interest Act.

5. Term of Agreement

(a) Subject to Clause 5(b) and (c), this agreement shall be for a one year term commencing on January 1, 2023 and ending on December 31st, 2023. This agreement shall be reviewed for subsequent renewal prior to the aforementioned ending date.

(b) The term of this agreement is subject to the continuation of financial contributions by the County, failing which the agreement shall be automatically terminated.

(c) The County shall have the ability to terminate this agreement at any time on 120 days' notice delivered in writing to the GRCA. In the event of such termination, this agreement shall terminate when the notice period has expired and no further work shall thereafter be done on the programme except that:

- (i) existing approved grants shall be honoured to the extent of available funding;
- (ii) any expenses and disbursements of the GRCA, including eligible expenses of the Review Committee, incurred to the date of termination shall be paid out of the programme budget;
- (iii) any other follow-up or technical support work in relation to any approved grants shall be continued, with the costs of same being paid out of the programme budget.

Where any funds given to the GRCA by the County remain unexpended after the amounts in (i) and (ii) above have been paid, they shall be returned to the County.

d) The GRCA shall have the ability to terminate this agreement at any time on 120 days' notice delivered in writing to the County if changes to the GRCA's programmes and services render this agreement unenforceable. The termination of this agreement under this clause shall be subject to Clause 5(c).

6. Financial

(a) The County shall make a payment in the amount of \$40,000 on account of the costs of the programme during the year 2023, subject to budget approvals.

(b) The County shall decide in their absolute discretion whether or not they choose to make any further contributions in any future years, and nothing in this agreement shall be construed as a requirement that any such further contribution shall either be made or considered, provided that where the County has made provision in its budget for a further contribution in any year of this agreement and such budget is approved and finalized, the amounts so authorized shall be obligations of the municipality.

(c) During the year 2023, the County shall pay their contributions within 30 days of an invoice from the GRCA requesting that such contribution be paid. During subsequent years, invoices shall also be paid within 30 days of receipt where the County has elected to make further contributions and these contributions have been approved and finalized in their budget.

7. Indemnification

The GRCA will indemnify and save harmless the County, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the County and against all losses, liability, judgments, claims, costs, demands or expenses which Dufferin County (including their employees, agents, successors and assigns) may sustain, suffer, or be put to resulting from or arising out of the GRCA's failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the GRCA.

Without limiting the generality of the foregoing, the GRCA hereby agrees to well and truly save, keep harmless and fully indemnify the County, its employees, agents, successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the County (including their employees, agents, successors and assigns), for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the GRCA in the performance of this Agreement.

For the purposes of this section, "costs" shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

8. Insurance

The GRCA also agrees that it shall, at its own expense during the performance of the services described hereunder, cause to be maintained comprehensive general liability, automobile and professional liability policies of insurance in all respects, and with deductible levels supported by financial guarantees, satisfactory to the County and containing not less than a \$5,000,000.00 level of coverage. The County shall be added as additional named insured in such policies of insurance.

9. Records

(a) The County shall be entitled to inspect and audit the books, accounts and records of the GRCA during regular office hours with respect to any work performed pursuant to this agreement. In addition, whenever the County may request same, the GRCA shall provide receipts to substantiate any disbursements it may have made to perform any works required hereunder.

(b) By March 1st of each year of this agreement, the GRCA shall provide an annual report to the County which shall describe the following:

- (i) The services completed during the preceding year;
- (ii) The services completed to the date of the report; and,
- (iii) An accounting of all receipts and disbursements in connection with the programme.

10. Notification

Any notice required or permitted to be given under this agreement shall be given to the appropriate party through regular mail directed to their principal place of business. Any party may change its address by notice given in accordance with this section. Notices may be delivered personally, in which case they shall be effective immediately, or through regular mail, in which case they shall be effective on the fifth day following mailing.

11. Personal Information Protection and Electronic Documents Act (PIPEDA)

- (a) "MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, including any amendments thereto;
- (b) "MFIPPA Protected Information" means "Protection of Individual Privacy", as defined under MFIPPA
- (c) "PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;

- (d) "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined under PIPEDA;

It is understood that the PIPEDA and/or MFIPPA shall apply to all records submitted to or created by the GRCA pursuant to this Agreement;

The GRCA represents and warrants that:

- (a) it shall preserve the **PIPEDA and/ or MFIPPA** compliance of all **PIPEDA and/ or MFIPPA Protected Information** transferred to it;
- (b) it shall ensure the **PIPEDA and/or MFIPPA** compliance of all **PIPEDA and/or MFIPA Protected Information** it collects in the course of performing its contractual obligations; and,
- (c) it shall ensure the **PIPEDA and/or MFIPPA** compliance of all **PIPEDA and/or MFIPPA Protected Information** that it transfers.

12. Interpretation

Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

13. Complete Agreement

This agreement, and the schedules attached thereto, constitutes the complete and exclusive statement of the agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this agreement.

14. Relationship of the Parties

Nothing in this agreement shall be constructed to place the parties in the relationship of partners, joint venturers, principal/agent, or employer/employee. The GRCA also acknowledges that it has no authority to bind the County to any obligation of any nature or any kind, in law or in equity.

15. Successors and Assigns

This agreement shall enure to the benefit of and be binding on the parties hereto, and their respective heirs, successors, and assigns. Provided however, that the GRCA shall not assign this agreement nor any interest therein without the prior written consent of the County.

16. Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario.


IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective proper signing offices in that behalf duly authorised.

The County of Dufferin

Per:



Rebecca Whelan,
Deputy Clerk


Wade Mills, Warden

The Grand River Conservation Authority

Per:



Karen Armstrong
Deputy CAO/Secretary Treasurer