

# CORPORATION OF THE COUNTY OF DUFFERIN

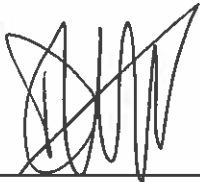
## BY-LAW NUMBER 2023-62

### **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 HEADWATERS COMMUNITIES IN ACTION. (Partnership Agreement)**

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

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

READ a first, second and third time and finally passed this 14<sup>th</sup> day of December, 2023.



Darren White, Warden



Michelle Dunne, Clerk

## Partnership Agreement January 1, 2024 – December 31, 2027 Schedule A

Headwaters Communities in Action (HCIA) brings people together to help shape their communities. We do this by sharing information with the local context and engaging citizens in conversations and actions on the things that matter most to them. HCIA supports collaborative projects that enhance community well-being. Project areas have been chosen from priorities identified in our Community Well-Being Report (2012), the follow up Community Well-Being Refresh project (2016) and the most recent Community Safety and Well-Being Plan (2020). This work is done in collaboration with community and government partners who share similar goals and aspirations.

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

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

The Leadership Council currently supports the following projects:

- Volunteer Dufferin, including Boardward Bound and other initiatives
- Headwaters Food and Farming Alliance (HFFA), including Farm to School Programs, the Headwaters Farm Fresh Guide and the Headwaters Food Charter and Action Plan
- Community Well-being research, engagement, awareness, and education (as part of Community Safety and Well-Being Integration Table)
- County of Dufferin Community Grants program administration and consultation
- DC MOVES and supporting the not-for-profit sector, including Dufferin County Equity Collaborative and VOICES of Lived Experience
- GrandPals Program, intergenerational learning, storytelling and friendship
- Other activities in support of citizen priorities and community development

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

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

- Shall provide support, community leadership and project management in the project areas and activities outlined in Schedule B – Activities and Funding Allocations, to be reviewed annually.
- Shall provide regular communication to the public and community stakeholders on the status of their work, project activities, events, and opportunities for engagement. HCIA shall seek community input in a variety of forms.
- Shall provide an interim report to the County Chief Administrative Officer by June 30<sup>th</sup> of each year. An annual report shall be provided by December 31st of each year to be followed by a presentation to Council at the January Council meeting. Reports shall include a summary of activities completed, illustrate progress achieved on any specified indicators, provide a financial overview, and detail any changes to the previously approved project areas.

**Obligations of the County of Dufferin:****The County of Dufferin:**

- Agrees to work in collaborative manner, to be an advocate for the HCIA role, and to recognize the mutual value derived from this partnership agreement.
- Shall provide annual funding of \$50,000 to be paid in two equal installments in January and June of each year.
- Will provide letters of reference and support for any additional funding sought by HCIA that leverages the funding from the County. Such opportunities must also be in support of overall County goals and objectives.
- Shall endeavor to participate in community engagement activities led by HCIA.

**Insurance & indemnity:**

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

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

Headwaters Communities in Action shall indemnify and save harmless, the County of Dufferin including the elected officials, employees, agents and contractors, from and against any loss, cost and expense in connection with loss of life, personal injury, damage to property or any other loss or injury

whatsoever arising from or out of this Agreement, occasioned wholly or in part by any act or omission of the Headwaters Communities in Action but only if such loss, claim, action, damages, liability, expense or injury arose by reason of the breach of the Agreement with Headwaters Communities in Action or as a result of the illegal or willful or negligent action of Headwaters Communities in Action or its agents, employees or other persons for whom Headwaters Communities in Action is in law responsible.

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

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

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

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

Six months prior to the termination date of December 31, 2027, a review of this Agreement shall be initiated by Headwaters Communities in Action. The review shall consist of an evaluation of each project area and an overall assessment of the value and effectiveness of the agreement. A review of current community priorities in relation to the project areas shall also be conducted.

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

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

On behalf of the County of Dufferin:



Warden, Wade Mills

Dated:



Michelle Dunne (Nov 30, 2023 10:54 EST)

Clerk, Michelle Dunne

November 30, 2023

Dated:

On behalf of Headwaters Communities in Action:



Elizabeth Hawkins (Nov 28, 2023 19:28 EST)

Chair, Leadership Council, Elizabeth Hawkins

11-28/2023

Dated:



Executive Director, Jennifer Payne

29-NOV-2023

Dated:

**Schedule B - HCIA – DC Partnership Agreement Activities and Funding Allocations for Year 1: 2024**  
**In support of Dufferin County Strategic Priority Areas and Goals**

<b>County Priority Area</b>	<b>HCIA Project and Action Areas</b>	<b>Activities</b>	<b>Funding Allocation</b>
Governance Community	Dufferin County Community Grants	Administration and consulting on the end-to-end grant process, including the application form, advising on criteria and fund streams, promoting intake, convening the assessment team, ensuring County priority alignment, report of recommendations and collection and sharing of recipient stories.	<b>\$10,000</b>
Governance, Economy, Community, Equity	Community Safety & Well-Being	HCIA will be a core member of the Integration Table for the CD Community Safety and Well-Being Plan, championing the community voice, the Social Development layer of the framework; supporting data gathering, the general public survey, engagement plans, and the inclusion of lived experience voices; broaden the reach of public education by sharing findings, socializing the plan, dashboard and annual reports; promoting priority areas and opportunities for individuals, groups and municipalities to engage for greater impact on the key indicators.	<b>\$5,000</b>
Economy, Community, Potentially all	Volunteer Dufferin	By maintaining, enhancing, and promoting the volunteer matching portal, and championing volunteerism through events, resources and services to Dufferin residents and nonprofit organizations, we will grow community engagement, skills development toward workforce goals, youth leadership, age-friendly engagement, networking, social connections, belonging and purpose in Dufferin County.	<b>\$15,000</b>
Economy, Community, Equity, Climate & Environment	Headwaters Food & Farming Alliance	Convening conversations and action on agriculture and the local food system via the HFFA Hub and its projects; sharing information and resources, education and networking activities, advocacy and promotion; contributing on the DCEC Food Access Subcommittee; other activities in Dufferin that further the goals and actions in the County-endorsed Headwaters Food Charter, both independently and in coordination/ collaboration with County Economic Development and Climate Adaptation initiatives.	<b>\$5,000</b>

Governance, Community and Equity	Headwaters Communities In Action	Through strong administrative backbone support, governance, vision alignment, and communications infrastructure, HCIA will champion citizen engagement and education across all programs, including: community conversations on key topics (e.g. housing, economic development, climate, youth leadership, social connection); clarifying the complementary roles of governments, business/ industry and civil society through a community development lens; growing our reach within and across communities; informing program development with partners, and providing input to County consultations.	<b>\$15,000</b>
<b>TOTAL</b>	Annual Funding for Partnership Agreement: Year 1 Jan. 1-Dec 31, 2024  <i>Total commitment for 4-year agreement 2024-2027: \$50,000/year x 4yrs = \$200,000</i>		<b>\$50,000</b>