

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2018-05

**A BY-LAW TO APPROVE AN AGREEMENT
BETWEEN THE CORPORATION OF THE COUNTY OF
DUFFERIN AND HEADWATERS COMMUNITY 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 Community in Action, 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 8th day of February, 2018.



Paul Mills, Warden



Pam Hillock, Clerk





Partnership Agreement January 1, 2018 – December 31, 2020

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

HCIA is headed by a Leadership Council made 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
- Selecting 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 our financial management

The leadership Council currently supports the following projects:

- DC MOVES
- Citizens of Headwaters for Active Transportation Team (CHATT)
- Headwaters Food and Farming Alliance (HFFA)
- Volunteer Dufferin
- Community Well-being refresh and measuring vitality
- Dufferin County Community Foundation
- County of Dufferin Grant program administration
- Supporting our not-for-profit sector

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 such as HCIA 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:

Community Leadership

HCIA shall provide support, community leadership and project management in the following

project areas.

DC MOVES

HCIA shall continue provide support to DC Moves through the DC Moves Charter and separate funding agreement.

Trails/CHATT

HCIA shall continue to lead the community trails initiative. The group is reforming towards a central Trails Council that facilitates discussion and discovers opportunities to work together amongst Trail bodies and enthusiasts.

Headwaters Food and Farming Alliance

HCIA shall provide administrative support to the Farm to School program and the Food Charter program.

Volunteer Dufferin

HCIA shall administer the Volunteer Dufferin program and website to help match potential volunteers and organizations seeking volunteers.

Community Well-being refresh

HCIA shall continue to monitor community priorities and plan for a future update.

Dufferin County Community Foundation

HCIA shall lead the initiative to set up the Dufferin County Community Foundation. A foundation for Dufferin that will establish links between donors and needs in the community.

Dufferin County Community Grant program

HCIA shall administer the community grant program and make recommendations for grant awards to County Council. 2018 shall be a transition year for the program with HCIA reviewing the applications under the current grant criteria and program parameters. Updates to the program will be recommended for 2019 and beyond.

Communications

HCIA 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 endeavor to seek community input in various forms.

Reporting

HCIA is to provide an interim report to the County Chief Administrative Officer by June 30th 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 indicators, provide a financial overview, and detail any changes to the previously approved project areas.

Obligations of the County of Dufferin:

The County of Dufferin:

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

Insurance & indemnity:

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

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



Partnership Agreement January 1, 2018 – December 31, 2020

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 wilful 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 contracts, 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 wilful or negligent action of the partner or partners or its/their agents, employees or other persons for whom the municipal partners is/are in law responsible.

Terms of agreement & provisions for amendment:

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

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

Six months prior to the termination date of December 31, 2020, a review of this Agreement shall be initiated by Headwaters Communities in Action. The review shall consist of an evaluation of each project area and an overall assessment of the value and effectiveness of the agreement. A review of current community priorities in relation to the project areas shall also be conducted.

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



Partnership Agreement January 1, 2018 – December 31, 2020

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

On behalf of Dufferin County:

Warden

Dated:

Clerk

Dated:

On behalf of Headwaters Tourism:

Chair, Leadership Council

Dated:

Executive Director

Dated:

2018 Partnership Agreement Deliverables

HCIA Obligations (Activities supported by the County of Dufferin)	Objectives
PROJECT AREAS	
DC Moves Currently funded by DC	Defined per DC MOVES charter
Trails/CHATT The group is reforming towards a central Trails Council that facilitates discussion and discovers opportunities to work together amongst Trail bodies and enthusiasts.	Establish a table of Trails stakeholders that will meet quarterly to discuss emerging issues, opportunities for alignment, and support project proposals.
HFFA Admin and HUB support, Farm to School (Trillium, United Way) Food Charter: (Trillium Grant request for Food Charter mobilization)	HCIA provides a backbone to the activities and operations of HFFA. Without grant funding, the aim of the HUB will be to determine what aspects of the Headwaters Food Charter can be actioned in 2018.
Volunteer Dufferin - The purpose and aim of Volunteer Dufferin is to provide a central conduit whereby any member of the community can find opportunities to volunteer. Any organization will be able to post opportunities. It will be a central repository for volunteer resources.	Track site activity via google analytics, increase in number of site of visits, increased length of stay on site. Placement of Vol Duff logo on all municipal sites and member organizations.
Well-Being survey (2016) (United Way) The local measure by which the priorities and needs of the community are measured. Anchored by the Canadian Index of Well Being	Review/Compare our current metrics to Vital Signs to determine best practices. Form a plan to hand over to Dufferin Community Foundation at such time as it can be sustainable.
Dufferin Community Foundation – A foundation for Dufferin that will establish links between donors and needs in the community.	Establish the DCF as a key community investment opportunity, and encourage greater philanthropy.
Dufferin County granting process: manage application intake, form citizens assessment committee, connect assessment to community priorities, develop innovative grant categories	Review the 2018 applications under the current program and criteria and make recommendations to Council. Identify a new process to review and assess community grant applications submitted annually to the County.

COMMUNICATIONS	
HCIA Social Media , Website, Constant Contact (Invitations, Registrations, Newsletters, Distribution Lists for all initiatives, admin activities) (United Way partially funded)	HCIA to generate monthly Newsletters and increase overall connectivity. Draft and implement a marketing strategy that fully utilizes social media, and reflects a cohesive organization that is coordinated, reflects the diverse portfolios, and engages the community.
REPORTING	
Interim report	HCIA to provide a written interim report to the CAO by June 30 each year. This may be followed up with an in person meeting.
Annual report	HCIA to provide a written interim report to the CAO by December 31 each year followed by a presentation to County Council in January.

Indicators
Defined per DC MOVES charter
4 Meeting invitations with follow up action items. The engagement of emerging project proposals. List of key stakeholders that have been engaged.
Supporting four HFFA HUB meetings per year, 20% Increase in number of new Food Charter Endorsements, F2S Sustainability plan
Increase site traffic 20% from original site. The Vol Duff logo will be placed with all municipalities and 90% of member organizations. The resources section will be developed with topic headings and reference articles.
Incorporation to be achieved in 2018. Logo to be designed and processes established. Second generation of promotional materials to be developed and distributed. Increase founders circle by 10. Hold a launch event.
New process successfully mapped: 1. Assessment Committee formed.2: assessment criteria and scoring system developed 3: applications reviewed and recommendations made 4: workplan and development of intake criteria and process

recommendations for future applications & review
5:communication needs identified and community meetings held to inform on requirements

Increase newsletter distribution by 10%. Establish benchmarks for media impressions, social media hits and likes. Maintain and report on event registrations and surveys.

Interim report is to include a mid-year assessment of the progress towards achieving the objectives. It must also identify any anticipated shortcomings or necessary changes.

Annual report to overview of progress for the year and upcoming changes and initiatives including new objectives and indicators.

Item**Timing/Frequency****Status**

Step 1: Summary of objectives and Indicators is due by early Dec 2017		Submitted
Annual report	December 2018	
Interim report	June 30 2018	
Funding to be received twice per calendar year.	Jan/July	

Notes

Annual and interim reports are to be outcome based and organized by deliverable category. Keep amounts and objectives as part of the report format for now.
1 Page update and meet with CEO to discuss progress and challenges