

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-08

A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING. (Municipal Modernization Funding Amending Transfer Payment 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 His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing, 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 9th day of February, 2023.

Original signed by:

Wade Mills, Warden



Michelle Dunne, Clerk

For a full copy of the agreement, please contact the Clerk's department.

ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

This Amending Agreement No.1 effective as of the day of, 2023.

BETWEEN :

**His Majesty the King in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the "Province")

- and -

Corporation of the County of Dufferin

(the "Recipient")

BACKGROUND

1. The Province and the Recipient entered into an agreement effective as of February 11, 2022 (the "**Agreement**") for the County of Dufferin Fleet Management Program Solution Project.
2. Pursuant to section 4.1 of Agreement, the Parties wish to amend the Agreement in the manner set out in this Amending Agreement No.1.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

3. All references to "Her Majesty the Queen in right of Ontario" are replaced with "His Majesty the King in the right of Ontario".
4. Capitalized terms used but not defined in this Amending Agreement No.1 (the "Amending Agreement No.1") have the meanings ascribed to them in the Agreement.
5. Section 1.2 of the Agreement is deleted in its entirety and replaced by the following:

"Entire Agreement. The Agreement and Amending Agreement No. 1 constitute the entire agreement between the Parties with respect to the subject contained in the Agreement and supersedes all prior oral or written representations and agreements."

6. Schedule "B" (Project Specific Information and Additional Provisions) of the Agreement is amended by deleting "March 31, 2024" in the 2nd row and 2nd column of the chart and replacing it with "March 31, 2025".
7. Schedule "D" (Budget) of the Agreement is amended by deleting the 2nd row and 1st column of the chart in its entirety and replacing it with:

"Reimbursement of up to 65% of Project costs incurred between August 16, 2021 to the earlier of December 1, 2023 or the submission of the Final Report Back".
8. Schedule "F" (Reports) of the Agreement is amended by:
 - (a) Deleting "February 28, 2023" in the 3rd row and 2nd column of the chart and replacing it with "December 1, 2023";
 - (b) Deleting "February 28, 2024" in the 4th row and 2nd column of the chart and replacing it with "December 2, 2024"; and
 - (c) Deleting "February 28, 2023" in the first paragraph under the subheading "2. Final Report Back" and replacing it with "December 1, 2023".
9. Amending Agreement No.1 shall be effective as of the date set out at the top of the Amending Agreement No.1.
10. Except for the amendments provided for in Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

- SIGNATURE PAGE FOLLOWS -