

# TOWN OF FORT FRANCES

## Administration & Finance Executive Committee

### AGENDA - February 22, 2022, 12:00 PM

#### MEETING - Civic Centre

#### Microsoft Teams meeting

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[+1 807-701-5975,,582195753#](#) Canada, Thunder Bay

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Page

1. **Session # 20 - Call to Order**
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
  - 3.1 Session no 19 - 08 February 2022 3 - 4
4. **Items Referred from Council**
5. **New Business**
  - 5.1 2209 W Brunetta 5 - 11
  - 5.2 2208 M Behan RRDMA per diem 12 - 16
  - 5.3 Collaborative Sourcing 17 - 34
  - 5.4 MNRF Forest Management Agreement Report 2022 35
  - 5.5 Council meeting changes re elections 36
6. **Outstanding Items**
  - 6.1 Delegation by Council to CAO of certain authorities due to Lane Duck 37 - 38
  - 6.2 Use of Corporate Resource Policy 39 - 46
7. **Information - none**
8. **In-Camera - none**

**9. Adjourn / Next Meeting Date 08 March 2022**

## TOWN OF FORT FRANCES

### MINUTES

SESSION NO. #19

February 8, 2022

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre on February 8, 2022 from 12:00 p.m. to 1:53 p.m.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: F. Anwar, K. Haney, Deputy Clerk, G. Lecuyer, Clerk, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, A. Hansma, Human Resources Manager

### REGRETS:

#### **1. Call to Order@ 8:30 p.m./Roll Call**

#### **2. Disclosure of pecuniary interest and the general nature thereof**

- 2.1 Councilor Brunetta disclosed an interest in item 5.4 below at this is her per diem claim for her attendance at RRDMA 2022.

#### **3. Approval of Previous Committee Minutes**

- 3.1 Session no 1 - 04 January 2022 - Accepted as presented

#### **4. Items Referred from Council**

- 4.1 2203 FF Sports Hall of Fame Sponsorship Request - Committee in favor of support of a Bronze Sponsorship of \$500.00 to be taken from the Council Public Relations budget.

#### **5. New Business**

- 5.1 Waiving of Procurement Policy - Chief Moffat - Committee supportive of recommendation and to move forward to Council meeting of February 14, 2022.
- 5.2 New Radio System Report February - Committee supportive of recommendation. Recommendation to move forward to Council meeting of 14 February 2022.
- 5.3 2022 Draft Operating Budget - Corporate, Administration and Finance and Emergency Services -
- 5.4 W Brunetta Per Diem Claim RRDMA
- 5.5 R Wiedenhoeft ROMA Per Diem Claim
- 5.6 ITAF Billboards
- 5.7 Lame Duck Council - Clerk's office in election mode. Clerk provided overview of her report. Discussion held. Policy re delegation of authority during a lame duck period. Clerk to create by-law and bring forward to next meeting for approval.
- 5.8 Use of Corporate Resources For Election Purposes Policy - Refresher for current Town of Fort Frances policy. To be utilized as an educational document. Intended to provide further detail. Clerk to make noted amendments and bring back to committee at next meeting for review.
- 5.9 2022 IT Operating Budget

**6. Outstanding Items - None**

**7. Information**

7.1 Fire Rescue Report - Chief Moffat provided a verbal summary of the December and January reports.

**8. In-Camera - none**

**9. Adjourn 1:51 p.m./ Next Meeting Date - 22 February 2022**

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Executive Committee Chair

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F. Anwar, CAO



**FORTFRANCES**  
BOUNDLESS

**COUNCILLOR W. BRUNETTA- ROMA PER  
DIEM**

# **ADMINISTRATIVE REPORT**

Date: 2022-02-22  
From: Dawn Galusha, Treasurer  
To: Administration & Finance Executive Committee  
File Number: Treasury Report 2022/09

## ISSUE

Consider approval of Schedule "F" Travel Statement- Mayor/Council Honorarium per diem in the amount of \$320.00 for attendance at the ROMA Conference held virtually on January 24 and 25, 2022 as submitted by Councillor Wendy Brunetta.

## ADMINISTRATIVE RECOMMENDATION

Administration recommends:

*THAT the Administration & Finance Executive Committee approve Schedule "F" Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$320.00 as submitted by Councillor Wendy Brunetta for attendance at the ROMA Conference held virtually on January 24 and 25, 2022.*

## STRATEGIC IMPACT

n/a

## OPTIONS & ALTERNATIVES

- (1) Approval of per diem payment of \$320.00.
- (2) Deny the request.

## HISTORY

n/a

## ANALYSIS

The registration cost was \$457.92, resulting in the total cost of \$777.92 to attend the virtual ROMA Conference as authorized by Council.

The per diem claim is in compliance with Town of Fort Frances By-Law 02/10-E Schedule 'A'.

## CONSULTATION

n/a

## SUPPORTING DOCUMENTS

Town of Fort Frances- Schedule "F"

**TOWN OF FORT FRANCES - SCHEDULE "F"**  
**TRAVEL STATEMENT - MAYOR / COUNCIL HONORARIUM**

|                               |                               |
|-------------------------------|-------------------------------|
| Attendee                      | Wendy Brunetta                |
| Conference / Seminar Attended | ROMA 2022                     |
| Location                      | Virtual                       |
| Dates                         | Mon + Tues, Jan 24 + 25, 2022 |

**Details of Per Diem**

|        | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Total  |
|--------|--------|---------|-----------|----------|--------|----------|--------|--------|
| Date   | Jan 24 | Jan 25  |           |          |        |          |        |        |
| Amount | 160.00 | 160.00  |           |          |        |          |        | 320.00 |

|                                       |  |
|---------------------------------------|--|
| Name (Please Print)<br>Wendy Brunetta | Signature<br><i>Wendy Brunetta</i> - Feb. 7/22 |
| Approved                              | Date   |

To be submitted to Payroll for processing when approved by Council



## ROMA Conference

[Join the Conference](#)

[Delegation Meetings](#)

### Program

[Registration](#)

[Sponsorship/Exhibitors](#)

[Home](#) / [ROMA 2022: Rural Opportunities](#) /

## Program

The following program is continually being updated. Details will be added as they are confirmed.

### Sunday, January 23

12:30 – 5:00pm

Info Booth Open and Delegation Meetings

### Monday, January 24

8:15 – 8:25am

Welcome, O Canada

8:25 – 9:10am

Opening Keynote: How Municipalities Can and Should Work with Indigenous Peoples, Chief Perry Bellegarde, Former National Chief of the Assembly of First Nations.

Chief Perry Bellegarde has dedicated his life to championing the rights and well-being of First Nations. For 35 years, he has held various First Nations leadership roles, including two terms served as the National Chief of the Assembly of First Nations (AFN). Chief Bellegarde believes passionately that at the heart of the original Treaty relationship sits a vision of peace and friendship that is the key to building a better and brighter future for Canada.

A member of Little Black Bear First Nation, Chief Bellegarde credits the wisdom shared by the First Nations Elders of Saskatchewan for instilling in him a deep sense of pride in his culture, as well as a lasting conviction that Indigenous knowledge and values are crucial to building a more just and inclusive society. He describes himself as an *oskâpêwis*, a Cree word meaning “helper”, and he believes this understanding of the role and responsibilities of a leader applies to many walks of life.

Chief Bellegarde has championed that vision through all his leadership roles. As National Chief, Chief Bellegarde campaigned tirelessly to close the gap in the quality of life between First Nations and other families in Canada. He led the AFN through a period of profound transformation in public awareness of First Nations concerns and priorities. Critical accomplishments include the passage of Canada’s first national legislation recognizing and protecting Indigenous languages, much needed changes in how government services in First Nations communities are funded, and securing a legal commitment to national implementation of the United Nations Declaration on the Rights of Indigenous Peoples.

In recognition of his work, Chief Bellegarde has been awarded the Confederation Medal, the Saskatchewan Centennial Medal, and both the Queen Elizabeth II Diamond Jubilee Medal and Golden Jubilee Medal. In 2018, he was recognized with the Saskatchewan Order of Merit, and in 2019, was awarded an Honourary Doctorate of Laws from Queen’s University for his extraordinary contribution to public service, arts, culture, law, and government. The Empire Club of Canada has recently selected Chief Bellegarde as The Nation Builder of the Year Award 2021.

9:10 – 9:30am

ROMA Update and AGM  
Robin Jones, Chair  
Afshin Majidi, Secretary Treasurer

9:30 – 9:40am

Jamie McGarvey, AMO President

9:40 – 9:50am

[The Hon. Doug Ford, Premier of Ontario](#)

9:50 - 10:00am

The Hon. Gudit Hutchings, Minister of Rural Economic Development



|                 |   |
|-----------------|---|
| 10:00 – 10:30am | Break and Meet with Exhibitors  |
| 10:30 - 11:45am | <p>Concurrent Session A</p> <ol style="list-style-type: none"> <li>1. Navigating the New Regulations under the Conservation Authorities Act <ul style="list-style-type: none"> <li>- The changes outlining what and how Conservative Authorities are to do business are completed. Now comes the work of transitioning to this new model. Hear from three points of view (council, staff, and CA leadership) on top priorities, major challenges and advice on how to be successful.</li> </ul> </li> <li>2. Human Services Transformation for Poverty Reduction <ul style="list-style-type: none"> <li>- Poverty has taken on a new dimension with the onset of the COVID-19 pandemic. The unique characteristics of poverty in rural and northern areas will be explored with discussion of the current human service transformation initiatives that can help reduce it.</li> </ul> </li> <li>3. Community Safety and Well Being <ul style="list-style-type: none"> <li>- This session will explore the challenges and opportunities that Community Safety and Well Being planning presents for Ontario municipalities. With a rural lens, panelists will discuss how they met the July 1, 2020 deadline to have a plan in place and how they are moving forward with the CSWB plan implementation.</li> </ul> </li> </ol> |
| 11:45 – 12:45pm | Lunch and Zone Networking Sessions  |
| 12:45 – 2:00pm  | <p>Concurrent Session B</p> <ol style="list-style-type: none"> <li>1. The Continued Quest to Improve Connectivity in Ontario <ul style="list-style-type: none"> <li>- Learn about the state of connectivity in rural Ontario.</li> </ul> </li> <li>2. Homelessness in Rural Ontario: Challenges and Opportunities <ul style="list-style-type: none"> <li>- Examining the unique context of homelessness in rural and northern Ontario, this session will showcase initiatives and recommendations that can be implemented in communities, ultimately working toward the goal of ending homelessness in Ontario.</li> </ul> </li> </ol>  |
| 2:00 – 2:30pm   | Break and Meet with Exhibitors  |
| 2:30 – 2:40pm   | Andrea Horwath, Leader of the Official Opposition and NDP   |
| 2:40 - 2:45pm   | A Message from Intact Public Entities   |
| 2:45 – 3:25pm   | <p>Opportunities for Rural Ontario: Post-COVID Recovery</p> <p>ROMA recommendations and strategies on the recovery and growth plans for Ontario's rural communities</p>   |
| 3:25 - 3:35 pm  | <p>Filling the Housing Information Gap in Rural Communities</p> <p>Learn about the partnership between The Rural Ontario Institute, Eastern Ontario Wardens' Caucus and IT firm Itergy, that addresses a housing shortfall through the creation of an innovative digital tool.</p>  |
| 3:35 - 3:50pm   | The Hon. Steve Clark, Minister of Municipal Affairs and Housing   |
| 3:50 - 4:35pm   | <p>Ministers' Forum: Adapting Health and Social Services for Rural Communities in a Post-Pandemic Environment</p> <ul style="list-style-type: none"> <li>• The Hon. Doug Downey, Attorney General</li> <li>• The Hon. Merrilee Fullerton, Minister of Children, Community and Social Services</li> <li>• The Hon. Jane McKenna, Associate Minister of Children and Women's Issues</li> <li>• The Hon. Parm Gill, Minister of Citizenship and Multiculturalism</li> <li>• The Hon. Jill Dunlop, Minister of Colleges and Universities</li> <li>• The Hon. Stephen Lecce, Minister of Education</li> <li>• The Hon. Monte McNaughton, Minister of Labour, Training and Skills Development</li> <li>• The Hon. Christine Elliott, Minister of Health</li> <li>• The Hon. Michael Tibollo, Associate Minister of Mental Health and Addictions</li> <li>• The Hon. Paul Calandra, Minister of Long-Term Care</li> <li>• The Hon. Steve Clark, Minister of Municipal Affairs and Housing</li> </ul>   |

- The Hon. Raymond Cho, Minister of Seniors and Accessibility
- The Hon. Sylvia Jones, Solicitor General

**Tuesday, January 25**

8:00 – 8:30am

Meet with Exhibitors

8:30 - 8:32am

The Hon. Helena Jaczek, Minister responsible for the Federal Economic Development Agency for Southern Ontario

8:32 – 9:05am

The Role of Science in Policy: Dr. Bruce Lourie, Influential Environmental Policy Expert and Bestselling Author

Co-author of international bestseller *Slow Death by Rubber Duck*, Dr. Bruce Lourie is one of Canada's most influential leaders and thinkers in the environment sector. He has been instrumental in the creation of more than a dozen organizations that play critical roles in sustainability in Canada and abroad, and initiated the largest climate action in North America — phasing out coal in Ontario. Speaking on topics such as getting to net zero to solve climate change, energy systems transition, the role of ESG and sustainable finance, toxic pollution, non-profit leadership, and more, Lourie brings a unique ability to translate complex issues into timely and actionable information.

As one of the country's foremost experts in integrating climate science and policy, Dr. Lourie will delve into how best to navigate the complexity and cut to the chase on the most recent and relevant ideas for managing climate risk and transitioning to a net-zero economy by exploring the following questions:

- How do we use climate science to inform policy?
- What are the fires and floods telling us about climate policy urgency?
- How do communities make decisions regarding climate resilient infrastructure and buildings?
- What is the science telling us about agricultural risk?
- And who do we trust? Which organizations? Which people?

9:05 - 9:15am

Steven Del Duca, Leader, Liberal Party of Ontario

9:15 – 10:00am

Michael J. Smither Question Box Panel

- Shawn Everitt, Chief Administrative Officer, Town of The Blue Mountains
- Jody Johnson, Director, Legal Services, Halton Region
- Andy Jones, Chief Building Official, Town of Gravenhurst
- Sid Vander Veen, Drainage Specialist, R. J. Burnside & Associates Limited
- Robert Walton, General Manager - Operations, County of Brant
- Sandra Weber, Director, Huron County Planning and Development Department

Delegates attending the conference can submit questions for the Question Box Panel [here](#).

10:00 – 10:30am

Break and Networking Events

10:30 - 11:45am

Concurrent Session A

1. Fines and Enforcement: Advancing the Local Administration of Justice
  - Penalties and fines are an important part of administering justice in your municipality. Learn what steps the Ministry of the Attorney General has taken to improve municipal fine collection and how your municipality can control roadway speeds using automated enforcement in specific areas.
2. Taking a Pulse Check on Rural and Northern Health
  - Access to health services is a challenge in rural and northern Ontario. To help meet the needs of residents, a diverse panel will examine the current situation and discuss opportunities for innovative solutions.

|                 |  |
|-----------------|--|
| 11:45 – 12:45pm | Lunch and Networking Events  |
| 12:45 – 2:00pm  | <p>Concurrent Session B</p> <ol style="list-style-type: none"> <li>1. Climate Change and Municipalities: How Community Energy Plans and Land Use Planning Can Help <ul style="list-style-type: none"> <li>- The goal of this session is to broaden participants' understanding of how climate change, energy and land-use planning intersect, and provide an overview of scale-able and accessible solutions for municipalities of all sizes.</li> </ul> </li> <li>2. Innovative Housing Solutions in Rural Ontario <ul style="list-style-type: none"> <li>- New strategies and partnerships are required to address the housing crisis and support affordable home ownership opportunities in rural Ontario. This session will showcase innovations and partnerships with the potential to be applied in communities across rural and northern Ontario.</li> </ul> </li> </ol>  |
| 2:00 – 2:30pm   | Meet with Exhibitors   |
| 2:30 – 2:40pm   | Mike Schreiner, Leader, Green Party of Ontario   |
| 2:40 - 2:45pm   | A Message from IESO: The Municipal Role in Meeting Ontario's Energy Needs. Sponsored by IESO.  |
| 2:45 – 3:15pm   | Post-COVID Recovery: Opportunities in Practice for Rural Ontario   |
| 3:15 - 3:30pm   | The Hon. Lisa Thompson, Minister of Agriculture, Food and Rural Affairs  |
| 3:30 - 3:35pm   | A Message from NWMO  |
| 3:35 - 3:50pm   | The Hon. Kinga Surma, Minister of Infrastructure   |
| 3:50 - 4:35pm   | <p>Ministers' Forum: Sparking Rural Economic Growth with the Environment, Infrastructure and Resource Development</p> <ul style="list-style-type: none"> <li>• The Hon. Lisa Thompson, Minister of Agriculture, Food and Rural Affairs</li> <li>• The Hon. Victor Fedeli, Minister of Economic Development, Job Creation and Trade</li> <li>• The Hon. Nina Tangri, Associate Minister of Small Business and Red Tape Reduction</li> <li>• The Hon. Todd Smith, Minister of Energy</li> <li>• The Hon. David Piccini, Minister of Environment, Conservation and Parks</li> <li>• The Hon. Peter Bethlenfalvy, Minister of Finance</li> <li>• The Hon. Kaleed Rasheed, Associate Minister of Digital Government</li> <li>• The Hon. Ross Romano, Minister of Government and Consumer Services</li> <li>• The Hon. Kinga Surma, Minister of Infrastructure</li> <li>• The Hon. Steve Clark, Minister of Municipal Affairs and Housing</li> <li>• The Hon. Greg Rickford, Minister of Northern Development, Mines and Natural Resources and Forestry / Indigenous Affairs</li> <li>• The Hon. Caroline Mulroney, Minister of Transportation / Francophone Affairs</li> <li>• The Hon. Stan Cho, Associate Minister of Transportation</li> </ul> |



**FORTFRANCES**  
BOUNDLESS

**COUNCILLOR M. BEHAN- RRDMA PER  
DIEM**

# **ADMINISTRATIVE REPORT**

Date: 2022-02-22  
From: Dawn Galusha, Treasurer  
To: Administration & Finance Executive Committee  
File Number: Treasury Report 2022/08

## ISSUE

Consider approval of Schedule “F” Travel Statement- Mayor/Council Honorarium per diem in the amount of \$80.00 for attendance at the RRDMA Annual General Meeting held virtually on January 15, 2022 as submitted by Councillor Michael Behan.

## ADMINISTRATIVE RECOMMENDATION

Administration recommends:

*THAT the Administration & Finance Executive Committee approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$80.00 as submitted by Councillor Michael Behan for attendance at the RRDMA Annual General Meeting held virtually on January 15, 2022.*

## STRATEGIC IMPACT

n/a

## OPTIONS & ALTERNATIVES

- (1) Approval of per diem payment of \$80.00.
- (2) Deny the request.

## HISTORY

n/a

## ANALYSIS

Due to the virtual nature, there is no registration fee, resulting in the total cost of \$80.00 to attend the RRDMA Annual General Meeting as authorized by Council.

The per diem claim is in compliance with Town of Fort Frances By-Law 02/10-E Schedule ‘A’.

## CONSULTATION

n/a

## SUPPORTING DOCUMENTS

Town of Fort Frances- Schedule “F”

**TOWN OF FORT FRANCES - SCHEDULE "F"**  
**TRAVEL STATEMENT – MAYOR / COUNCIL HONORARIUM**



|                               |               |
|-------------------------------|---------------|
| Attendee                      | MICHAEL BEHAN |
| Conference / Seminar Attended | RROMA AGM     |
| Location                      | VIRTUAL       |
| Dates                         | Jan. 15/22    |

**Details of Per Diem**

|        | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Total      |
|--------|--------|---------|-----------|----------|--------|----------|--------|------------|
| Date   |        |         |           |          |        | Jan. 15  |        | 1 1/2 days |
| Amount |        |         |           |          |        | \$80.00  |        | \$80.00    |

|                                      |                            |
|--------------------------------------|----------------------------|
| Name (Please Print)<br>MICHAEL BEHAN | Signature<br>Michael Behan |
| Approved                             | Date<br>Feb. 15/2022       |

To be submitted to Payroll for processing when approved by Council

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION  
31st ANNUAL GENERAL MEETING AND CONFERENCE  
SATURDAY, JANUARY 15, 2022**

**AGENDA- Revised**

- |                         |   |
|-------------------------|---|
| 9:00 a.m. - 9:10 a.m.   | Opening Remarks<br><br><i><b>“We acknowledge that we are meeting on the territory of Treaty 3, the traditional land of the Anishinaabe people. We also recognize the local Metis Nation that shares the spiritual history of this land.”</b></i><br><br>- Deb Ewald/RRDMA President<br><br>Invocation: Pat White  |
| 9:10 a.m. - 10:00 a.m.  | <b>Business Session:</b><br>(Detailed information will be included) <ul style="list-style-type: none"><li>- Minutes of September 22, 2021 General Meeting</li><li>- Audited Treasurer's Report for 2021</li><li>- Reports</li><li>- NOMA - Levy payment</li><li>- Resolutions/Resolutions for N.O.M.A.</li><li>- Conferences – KDMA</li><li>- Other Business</li><li>- Meetings</li></ul> |
| 10:00 a.m. - 10:30 a.m. | - <b>Northwestern Health Unit</b><br><br>Dr. Kit Young Hoon<br>Marilyn Herbacz/CEO  |
| 10:30 a.m. - 11:00 a.m. | - <b>DSSAB</b><br><br>Dan McCormick/CAO   |
| 11:00 a.m. - 11:15 a.m. | - HEALTH BREAK  |
| 11:15 a.m. - 11:45 a.m. | - <b>Geoff Gillon/RRFDC</b>   |
| 11:45 a.m. – 12:00 Noon | - <b>Marcus Powlowski, MP<br/>Thunder Bay – Rainy River</b>   |

12:00 Noon - 12:30 p.m.

**Ontario Provincial Police**

12:30 p.m. - 12:45 p.m.

- **ADJOURNMENT**  
- Closing Remarks





**FORTFRANCES**  
BOUNDLESS

**COLLABORATIVE SOURCING**

**ADMINISTRATIVE  
REPORT**

Date: 2022-02-22  
From: Jeremy Hughes, Information Technology Manager  
To: Administration & Finance Executive Committee  
File Number: 2022-AFEC-1003

### 1. ISSUE

Firewalls (and required accessories) that fulfill stages of various projects approved in the 2022 Capital Budget can be purchased at significant discounts through the Ontario Education Collaborative Marketplace (“OECM”) program by executing an additional Client Supplier Agreement with a qualified vendor specializing in this category of hardware.

### 2. ADMINISTRATIVE RECOMMENDATION

Administration recommends:

**THAT Council of the Town of Fort Frances authorize the Mayor and Clerk to execute a Client Supplier Agreement with Integra Data Systems Corporation.**

### 3. STRATEGIC IMPACT

Collaborative sourcing takes items, both operating and capital in nature, that municipalities use frequently and procures, through open and competitive bid processes, bulk purchasing discounts for municipal clients. In addition to discounted prices, the lengthy and time-consuming procurement process has been completed already, reducing the work required by a municipality to that of a simple request for quotations from a list of qualified vendors.

### 4. OPTIONS & ALTERNATIVES

- (1) Authorize the execution of a Client Supplier Agreement with Integra Data Systems Corporation.
- (2) Deny the authorization.

### 5. HISTORY

The Town of Fort Frances (the “Town”) has historically utilized collaborative sourcing through the Local Authority Service (“LAS”) Municipal Group Buying Program for a number of Operations & Facilities Division initiatives, and the Ontario Education Collaborative Marketplace (“OECM”) for several Information Technology (“IT”) Department initiatives, including: desktop computers, laptops, servers, software licensing, multifunction printers, etc.

As per a resolution of Council from November 23<sup>rd</sup>, 2020 authorizing the expanded use of collaborative sourcing, the Town entered into various Client Supplier Agreements with qualified OECM vendors.

### 6. ANALYSIS

OECM processes are compliant with the Ontario Broader Public Sector procurement directive for all procurements and do not require a spend or volume commitment from the Town.

Enrolment in the OECM program requires the execution of Client Supplier Agreements with qualified vendors in the OECM Marketplace categories applicable to purchasing by the IT Department.

Integra is a qualified OECM vendor providing Software Defined Wide Area Network resources.

### 7. CONSULTATION

- Systems team provided by the manufacturer of the firewalls
- Vendors carrying the manufacturer's products

### 8. SUPPORTING DOCUMENTS

- (1) Client Supplier Agreement

## SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

**THIS CLIENT-SUPPLIER AGREEMENT**, made in duplicate, for **Software Defined Wide Area Network** as outlined in **Request for Proposals #2017-282** is effective as of the **10 day of February, 2022**

### BETWEEN:

**Town of Fort Frances**  
(the "Client")

- and -

**Integra Data Systems Corporation**  
(the "Supplier")

**WHEREAS** the Supplier entered into a Master Agreement with Ontario Education Collaborative Marketplace referred to as **OECM-2017-282-07** for the provision of Resources;

**AND WHEREAS** the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

**NOW THEREFORE** in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

### ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"**Term**" means the period of time from the effective date first above written up to and including the later of:

- (a) **August 31, 2022**, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

### ARTICLE 2 - THE MASTER AGREEMENT

**2.1** This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2017-282-07.

**2.2** All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

### ARTICLE 3 - REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

**3.1** The Supplier's representative for purposes of this CSA shall be:  
Robert Potts, Business Development, T. 416-491-3900, E. potts@integradata.com

**3.2** The Client representative for purposes of this CSA shall be:  
**Jeremy Hughes, Information Technology Manager, T. 807-271-2409, E. jhughes@fortfrances.ca**

**3.3** The OECM representative for purposes of this CSA shall be:  
Agnes Tijet, Senior Supplier Relationship Manager, P: 416-996-1829 E: agnes.tijet@oecm.ca

#### ARTICLE 4 - TERM OF CSA

- 4.1** This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the "**Term**"). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

#### ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

- 5.1** The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.
- 5.2** The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

#### ARTICLE 6 - RATES AND PAYMENT

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out **in Appendix B - Rates of this CSA**.
- 6.2** The Client will pay the Supplier by way of **electronic funds transfer**. The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

#### ARTICLE 7 – INSURANCE

- 7.1** The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.
- 7.2** The Supplier shall ensure that the Client is named as an additional insured party under the Supplier's insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

#### ARTICLE 8 - NOTICES

- 8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.
- 8.2** Notices shall be deemed to have been given:
- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
  - (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.
- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

## **ARTICLE 9 – TERMINATION**

### **9.1 Termination by Either Party**

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

### **9.2 Termination by Client**

The Client shall be entitled to terminate the CSA, without liability, cost or penalty:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

### **9.3 Supplier's Obligations on Termination**

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

### **9.4 Supplier's Payment Upon Termination**

A Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

### **9.5 Termination in Addition to Other Rights**

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client or the Supplier under the CSA, at law or in equity.

### **9.6 Survival upon Termination**

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

## **ARTICLE 10 – PUBLICITY**

- 10.1** Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or

publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

## **ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES**

### **11.1 Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

### **11.2 Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them.

### **11.3 Independent Contractor**

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

### **11.4 Subcontracting or Assignment**

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

## **ARTICLE 12 - GENERAL**

### **12.1 Severability**

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### **12.2 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15)

Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

### **12.3 Changes By Written Amendment Only**

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

### **12.4 Section 217 Education Act et. al.**

The Supplier represents and warrants that it has not employed, and that it will not during the Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

### **12.5 Criminal Records Check**

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the Client. For the purposes of this CSA, the Client shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act* and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.



In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OECM and the Client should the third party provider be changed to another provider.

#### **12.6 Purchasing Policies and Guidelines**

The Supplier agrees to comply with the Client's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

#### **12.7 Harassment and Assault**

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

**IN WITNESS WHEREOF** the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

**Town of Fort Frances**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Contact Phone**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Date**

**I have authority to bind the Client. By signing this Client-Supplier Agreement, I also consent to receive email communications from OEMC, which may include announcements related to changes in products, services and pricing on this and other Agreements.**

**INTEGRA DATA SYSTEMS**



\_\_\_\_\_  
**Authorized Signature**

**Robert Potts**

**Name**

**Business Development Manager**

**Title**

**416-491-3900**

**Contact Phone**

**info@integradata.com**

**Email**

**Feb. 10, 2022**

**Date**

**I have authority to bind the Supplier.**

## **APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS**

### **1. Description of Resources**

The Supplier shall provide new, quality, cost effective Software Defined Wide Area Network ("SD-WAN") Resources, including but not limited to the following Resources on an as-and-when-required basis to support Clients:

- Appliance Resources; and
- Service Resources.

The Original Equipment Manufacturer ("OEM") available from this Agreement is Fortinet.

### **2. Appliance Resources**

The Supplier shall provide SD-WAN hardware appliances (i.e., physical appliances) and/or virtual appliances and related Resources to Clients including but not limited to the following:

- Physical and virtual appliance Resources;
  - SD-WAN appliances;
  - Security appliances;
  - Integrated SD-WAN appliances;
- Related accessories (e.g., small form-factor pluggable ("SFP") interfaces, redundant power supplies) and other related Resources; and
- Related licence Resources.

Regardless of when Client purchases Resources during the Term, the Supplier shall ensure licences for all Resources co-terminate at the same time and shall prorate the licensing costs appropriately.

The Supplier shall register appliance Resources for appliance licensing upon delivery with the OEM at no additional cost.

The Supplier shall also provide any software that is required for the appliance Resources to function, if applicable.

All hardware Resources are to contain only new parts, must not be refurbished, previously used, or remanufactured. The Supplier shall also ensure all Resources are in good operating condition prior to delivery to Clients.

### **3. Service Resources**

The Supplier shall provide the following service Resources to Clients on an as-and-when-required basis:

- Appliance support;
- Maintenance;
- Warranty;
- Parts and repair;
- Software licensing and management;
- Implementation; and
- Training.

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other SD-WAN service Resources may be added to the Agreement to align with Client needs. Agreements will be amended accordingly, if necessary.

### **3.1 Appliance Support Resources**

The Supplier shall provide a minimum of two (2) year appliance support Resource that include the following:

- Appliance service;
- Appliance maintenance; and
- Appliance warranty.

Clients may purchase optional appliance support Resources for additional years during the Term.

#### **3.1.1 Appliance Service Resources**

The Supplier shall provide the following appliance service Resources to support Clients at a minimum:

- Registration of Client appliance Resources for warranty;
- Manage OEM warranty coverage upon delivery; and
- Provision of next Business Day appliance Resources replacement for Clients in Central, East and west Zones with the exception of Clients in North East and North West Zones who will need a two (2) Business Day delivery for next Business Day appliance Resources replacement;
- Provision of four (4) hour within same day appliance Resources replacement, as requested.

Refer to Appendices D and E for Geographical Zones.

#### **3.1.2 Appliance Maintenance Resources**

The Supplier shall provide appliance maintenance Resources which include the following at a minimum:

- Firmware updates and patch management; and
- Software updates and patch management.

#### **3.1.3 Appliance Warranty Resources**

##### **3.1.3.1 Standard OEM Warranty**

The Supplier shall provide standard OEM warranty to Clients.

##### **3.1.3.2 Optional Extended Warranty Coverage**

The Supplier shall, upon the Client's request, provide optional extended warranty at the time of quotation and/or before the expiry of standard OEM warranty. The terms and conditions of the optional extended warranty should be equal to or better than the standard OEM warranty.

### **3.2 Appliance Technical Support Resources**

The Supplier shall provide remote technical support service Resources to Clients with the following at a minimum:

- Technical support including Level 3 (i.e., appliance Resource level) support;
- Standard business hours (i.e., 8am to 5pm, Monday to Friday) technical support; and
- Optional twenty-four hours a day, seven days a week (24/7) technical support.

The Supplier will provide a proprietary online service request system for Clients with a support contract. Tickets will be created through the online service request system and responded according to the established SLAs. Clients may escalate their tickets online, by phone or by email.

In addition, Clients have the option to interact with the OEM's technical assistance centre through a ticketing system, online ticket, phone and live chat.

### **3.3 Parts and Repairs Service Resources**

For applicable out-of-warranty Resources, the Supplier shall provide parts and repair service Resources. Labour Rates are as set out in Appendix B - Rates.

Where applicable, service Resources such as post warranty repairs shall be warranted for a minimum of one (1) year from the date of service Resource completion.

### **3.4 Software Licensing and Management**

The Supplier shall provide the following software licensing and management service Resources to meet Client needs at a minimum:

- Software (e.g., content management, filtering) and related licences for the appliance Resources, all software related patch management and updates shall be free of charge to Clients; and
- Software inventory report that includes the following information at a minimum:
  - Title of the software, Client version and latest version numbers;
  - Licence effective and expiry date;
  - Associated appliance serial number, if applicable; and
  - Manufacturer's part number and location (i.e., name of the school) of the appliance.

Regardless of when Client purchases Resources at different times during the Term, the Supplier shall ensure licences for all Resources co-terminate at the same time and shall prorate the licensing costs appropriately.

### **3.5 Implementation Service Resources**

The Supplier shall provide implementation service Resources to Client upon request, and shall include the following at a minimum:

- Configuration, before or after delivery of appliance Resources, as requested;
- Fully enable the appliance Resources within Client's environment with the inclusion of broadband connection;
- Resource rollout;
- Testing during and/or after implementation; and
- Training and knowledge transfer to Client.

No additional travel cost will be paid by Clients for any implementation.

Additional implementation service Resources may be mutually agreed upon between the Supplier and Client, details to be listed in the CSA.

### **3.6 Training Service Resources**

The Supplier shall provide Clients with the following training service Resources, as requested:

- Appliance Resource training;
- Related software training;
- Implementation training; and/or
- Other related training, as requested.

The Supplier may provide the training service Resources in person and/or remotely via internet with supporting materials and/or videos.

### **3.7 Optional Service Resource**

The Supplier provides cyber threat assessments to Clients free of charge.

## **4. Dead-on-Arrival Resources**

The Supplier shall provide Resource exchange for any dead-on-arrival ("DOA") Resources that do not work at first start-up.

The Supplier shall deliver the replacement Resource to the Client's location, within five (5) Business Days of notification by the Client at no extra charge to the Client.

## **5. Demo Appliance Resources**

The Supplier shall provide appliance Resources to Clients for demonstration and/or testing at the Client's location and environment for up to sixty (60) days, at no charge to the Client (including no charge for delivery, installation, removal or return). Demo and/or testing may include technical/functional compliance testing and suitability for purpose. Demo appliances shall be in good operation.

The Supplier may offer an additional discount-off the purchase price of the demo/tested appliance Resources should the Client decide to purchase.

## **6. Appliance Resources Recalls**

The Supplier will be responsible for managing OEM appliance Resources and or component recalls and informing the Clients and OEM in a timely manner.

## **7. Discontinued Appliance Resources**

The Supplier shall not arbitrarily discontinue an appliance Resource, unless it is deemed to be at an end-of-life cycle by the OEM. When discontinuing an appliance Resource, the Supplier shall provide a written notice to OEM and the affected Client within ten (10) days of receiving an official notice from the OEM.

Further, the Supplier shall ensure that in the event a proposed appliance Resource becomes unavailable and a replacement is proposed, the replacement appliance Resource shall have equal or greater functional capabilities/specifications than those of the retiring hardware.

## **8. Technology Refresh**

During the Term, new Resources may be available as a result of technology advancement, the Supplier shall keep Clients and OEM informed and make these Resources available to Clients.

## **9. Appliance Upgrade**

During the Term, Clients shall have the option to upgrade from one (1) appliance Resource to a better or newer appliance Resource, regardless if the appliance Resource is hardware or virtual appliance.

## **10. Order Management**

The Supplier shall support a variety of ordering methods, including but not limited to:

- Electronic Commerce;
- Electronic Data Interchange ("EDI");
- Electronic mail ("Email");
- Facsimile ("Fax");
- Telephone; and,
- Online ordering with a secure and dedicated login for Resources established under the Agreement.

### **10.1 Electronic Commerce**

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft). When Clients implement various methods for electronic ordering, such as integrated system and EDI, the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

### **10.2 No Minimum Order**

There is no minimum order value or quantity requirement for OEM Clients using the resulting Agreement.

### **10.3 Hardware Appliance Delivery**

The Supplier shall deliver orders with correct appliance Resources and quantities Delivery Duty Paid ("DDP") to Client's locations (e.g. administrative offices, individual schools).

Clients require various types of delivery from end user to central delivery locations; Clients may have more than one (1) delivery location within one (1) delivery address. Delivery charges of any kind will not be accepted or paid.

Resources shall be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, devices and quantities ordered and shipped, back orders, if any).

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

### **10.4 Lead-Time**

The maximum lead-time for any appliance Resource delivery is ten (10) Business Days from the date of order confirmation to Client.

### **10.5 Returns**

The Supplier shall accept all appliance Resources returned by the Client that were not used and were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge (e.g. restocking or shipping fee) to the Client.

## **11. Customer Support to Clients**

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or team of personnel led by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;

- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;

- A dedicated project manager for implementation;

- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, chat and fax) during Client's Business hours (i.e., Eastern Standard Time);

- Promote the use of technology to facilitate excellent customer experience;

- Knowledge transfer, and no-charge educational events (e.g. webinars);

- Attend meetings with Clients, as requested;

- Provide reports and or access to online reports, upon request; and

- Co-ordinated bulk purchases - OEMC and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time during the Term of the Agreement. If this occurs, OEMC or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in Section 10.4, and may be mutually agreed upon between the parties.

### **11.1 Customer Satisfaction**

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources. The survey should be focused on, but not limited to the following:

- Customer support;

- Quality of Resources;

- Issue resolution processing;

- Price competitiveness;

Invoice discrepancies;  
Delivery lead times;  
Response time; and,  
Performance (i.e. the Supplier meeting performance scorecard requirements).

The survey content, frequency and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop and distribute surveys to collect Client feedback, as mutually agreed upon by the Supplier and Client. Results shall be shared with OEMC on a regular basis.

Clients may require other reporting. The details of other Client reporting requirements will be listed in the CSA.

## **12. Agreement Management Support to OEMC**

OEMC will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

Assigning an OEMC account executive responsible for overseeing all aspects of the Client relationship and issues, providing OEMC support of the Master Agreement;

Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;

Promoting the Agreement within the Client community;

Attending quarterly business review meetings with OEMC to review:

- The previous quarter's Service Level Agreement ("SLA");
- CSAs and upcoming opportunities will be identified to OEMC (active and those pending) ;
- Deliverables and potentially other related appliances and service Resources to support Client's business requirements;
- Discussion of possible enhancements to SLAs;
- Establishing and monitoring service improvement plans;
- Issue management and opportunities for improvement;
- Review industry trends, new technology/innovation;
- Review of the service delivery processes;
- Review the status of outstanding problems/complaints, if any;
- Review and monitor performance management compliance; and
- Cost reduction ideas.

Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);

Monitoring, managing and reporting pricing, savings and customer satisfaction; and,

Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports as required.

## **13. Performance Management**

During the quarterly business review, OEMC will review the KPIs with the Supplier. Refer to Appendix C-Supplier Performance Management Scorecard for further details.

## **14. Savings Calculation**

OEMC tracks, validates, and reports on savings on all its agreements. Once OEMC receives the Clients' approval, the Supplier shall provide OEMC with Clients' historical spend (e.g. baseline information) prior to the current agreement if applicable.



## APPENDIX B – RATES

Applicable rates attached as Appendix B.

## APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

The Client expects that the Supplier will adhere to the following Client Administrative Procedures while under contract with the Client.

Administrative Procedure 140 – Code of Conduct

Administrative Procedure 170 – Smoking

Administrative Procedure 190 – Accessibility – Customer Service Standards

Administrative Procedure 411 – Drugs and Alcohol

Administrative Procedure 515 – Purchasing and Tendering. Specifically the Supply Chain Code of Ethics

[End of Client-Supplier Agreement]

**To: Administration & Finance Executive Committee**  
**From: Tyler Moffitt, Fire Chief/CEMC**  
**Date: February 15, 2022**  
**Subject: Forest Fire Management Agreement with Ministry of Natural Resources**

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## **Background**

The current Municipal Forest Fire Agreement between the Town of Fort Frances and the Ministry of Natural Resources and Forestry (MNRF) expires on April 1, 2022.

The Municipal Protection Area (MPA) and Crown Protection Area (CPA) boundaries have not changed.

The existing agreement remains valid if the Municipality does not feel any changes are required; all that is required is a term of agreement (5-year term is past practice).

Currently, the entire municipality is considered Municipal Protection Area (MPA) – no Crown Protection Area (CPA) has been identified. This has been the case for over 20-years.

Meanwhile, having an agreement in place is beneficial; it provides a rate structure for suppression costs in the event MNRF assistance is required for fire response – these rates tend to be lower than they would be in the absence of an agreement.

## **Recommendation**

That the Administration & Finance Executive Committee recommends that Council approve the report as presented, and that Council authorizes the entering into of a new agreement between the Town of Fort Frances and the Ministry of Natural Resources for a 5-year term beginning April 1, 2022, and further that a by-law be brought forward for execution by the Mayor and Clerk.

Respectfully submitted,



Tyler Moffitt  
Fire Chief/CEMC  
Fort Frances Fire Rescue Service

DATE: February 17, 2022  
TO: Administration and Finance Executive Committee  
FROM: Municipal Clerk  
SUBJECT: For your decision: Council Meeting Schedule - Elections

## **Issue**

For Council to consider the change in the meeting schedule as a result of the Municipal and School Board Elections.

## **Facts**

- The Procedural By-Law provides for Council meetings every Second and Fourth Monday of each Month
- Election Day is Monday October 24, 2022 which is a scheduled Committee of the Whole and Regular Council Meeting Day
- Staff is recommending to cancel the scheduled meeting of October 24, 2022 as staff resources will be focused on Election day
- In accordance with the procedural by-law advance notice would be provided to the public
- Further it is also recommended that the Executive Committee's scheduled the week of October 17 to the 21<sup>st</sup> also be cancelled being as we be offering advance polls. Staffing resources will be providing Election Official Services to the Voter Help Centers that week.

## **Analysis**

- Should an urgent matters require a meeting Council has the ability to call a special meeting pending that the matter is not subject to lame duck restrictions should Council be in a lame duck position.

## **RECOMMENDATION**

**THAT** Council cancel the Monday October 24, 2022 Committee of the Whole and Regular Council meeting being the Municipal and School Board Election Day  
**AND THAT** the Executive Committees also be cancelled the week of October 17 to the 21<sup>st</sup>.

DATE: February 17, 2022  
TO: Administration and Finance Executive Committee  
FROM: Municipal Clerk  
SUBJECT: For your decision: Lame Duck Council

## Issue

For Council to receive information pertaining to a potential Lame Duck Council.

## Facts

- The AFEC Committee received previously a [report from the Clerk](#) outlining information on a Lame Duck Council.
- The committee requested to view a draft version of the By-Law that has been prepared and attached to this report.

## RECOMMENDATION

**THAT** Council receive the report from the Municipal Clerk / Returning Officer dated January 28, 2022 re: Information Lame Duck Council

**AND THAT** a By-Law be prepared to provide for the delegation of authority to the CAO in the event that Council is lame duck to address matters relating to:

1. the hiring or dismissal of any employee of the municipality;
2. the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal and
3. making expenditures or incurring any other liability which exceeds \$50,000

**AND THAT** the Municipal Clerk / Returning Officer advise Council following Nomination Day or Final Voting Day in the 2022 Municipal Election if it is determined that the restricted acts clause of the *Municipal Act* has been engaged.

**TOWN OF FORT FRANCES**

**BY-LAW NO. XX/22**

(BEING a by-law to delegate authority to the Chief Administrative Officer (CAO) for Certain Acts during a “Lame Duck” Period)

**WHEREAS**, s Section 275 of the Municipal Act S.O. 2001, c 25, as amended, restricts acts that a Council can take after Nomination Day (August 19, 2022) and after Voting Day (October 24, 2022) if the Council is in a lame duck position.

**AND WHEREAS** Section 275 (3) of the Municipal Act S.O. 2001, c. 25 restricts Council from taking action on the following:

- The appointment or removal from office of any officer of the municipality;
- The hiring or dismissal of any employee of the municipality;
- The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- Making any expenditure or incurring any other liability which exceeds \$50,000

**AND WHEREAS** Section 275 (6) of the Municipal Act S.O. 2001, c. 25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council;

**AND WHEREAS** Council deems it expedient to delegate authority to the CAO to take action, where necessary, on certain acts during the “Lame Duck” period.

**NOW THEREFORE** Council for the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

1. THAT the Council of the Corporation of the Town of Fort Frances hereby delegates authority under Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and commencement of the Council Terms as follows:
  - a) The CAO be delegated authority as the financial signing authority for Expenditures exceeding \$50,000;
  - b) That the CAO be delegated the authority to execute agreements of Purchase and Sale, pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property;
  - c) The CAO be delegated the authority to hire or dismiss any employee of the municipality of the Town of Fort Frances.
2. THAT The CAO will report to Council on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and the commencement of the Council Term.
3. THAT This By-Law shall come into force and effect only if the present Council is subject to the “Lame Duck” provisions in accordance with the Section 275 (3) of the Municipal Act and shall not extend beyond the commencement of the next Council Term being November 15, 2022.

This by-law shall come into force and take effect on the final passing thereof.

Enacted and passed this 28th day of February 2022

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
G. Lecuyer, Clerk

DATE: February 16, 2022  
 TO: Administration and Finance Executive Committee  
 FROM: Municipal Clerk  
 SUBJECT: For your decision: Use of Corporate Resources For Election Purposes Policy

## Issue

For Council to repeal the previously adopted Use of Corporate Resources for Election Purposes.

## Facts

- The Administration and Finance Executive Committee received at the Feb 8, 2022 meeting a draft of a new use of corporate resources for election purposes policy
- This revised policy clarifies the expectations to all candidates, with the intent to reduce the possibility that either an individual candidate, Council Member or Staff unintentionally violate the Municipal Elections Act
  -

## Analysis

- A number of comments were received and considered as follows:
  - With respect to item 3 under the Scope now provides for an incumbent Member with a new definition under item 4 of “Member”
  - We have included under 5 (f) “wording websites or domain names that are ***owned and provided***” and a new bullet for clarification purposes as follows: ***Members of Council who are running for re-election shall refrain from identifying themselves in any online media or content generated during the Election Period by the title of their office (i.e., such as mayor or councillor).***
  - With respect to 5 (i) the intent of this provision is to not use the services of the Integrity Commissioner during the election period relating to “their campaign” That said a policy cannot restrict lawful access as legislated in the Municipal Act or Conflict of interest act to obtain advice from the Integrity Commissioner that is the right of a Member of Council if it relates to the performance of their duties. This is laid out in the policy statement and further in the Limitation paragraph.
  - With respect to item 5 (2) it is not recommended to change the wording or this section. The language used mirrors the current policy in place and is

consistent with the same language found in other municipal policies across the province relating to use of corporate resources.

- The Office of the Clerk consulted with the Towns Solicitor for input and comments relating to this policy.

## **RECOMMENDATION**

**THAT** Council approve and adopt the Use of Corporate Resources For Election Purposes as attached replacing the policy adopted by resolution Consent Item 310 (04/18) on 2018-04-23 .





**FORTFRANCES**  
BOUNDLESS

**ADMIN& FINANCE**

# USE OF CORPORATE RESOURCES FOR ELECTION PURPOSES

Created: 2022-02-04

Revised:

Authorized: Resolution X on YYYY-MM-DD

Superseded: Consent 310 (04/18) on 2018-04-23

### 1. POLICY STATEMENT

The *Municipal Elections Act*, 1996, the *Election Finances Act* (Ontario), and the *Canada Elections Act* prohibit the Municipality from making contributions in any form to a Candidate or Registered Third Party.

All provisions contained within this policy shall serve to ensure the protection of freedom of expression while maintaining that:

- Corporate Resources shall not be used during an Election Period to promote or provide an unfair advantage to any Candidate, political party, constituency association, Registered Third Party, or a person or group supporting or opposing a question on a ballot;
- Members of Council shall not be precluded from performing their duties as an elected Official, nor inhibited from representing the interests of their constituents.

### 2. PURPOSE

The purpose of this policy is to create guidelines in the Town of Fort Frances to ensure all Candidates running for an elected office and Registered Third Parties during the Election Period adhere to the provisions of the Act, and to establish parameters on the use of Corporate Resources for election related purposes.

### 3. Scope

This policy applies to all employees of the Municipality, Candidates, political parties, constituency associations, Registered Third Parties, and persons or groups supporting or opposing a question on a ballot, as well as anyone acting on their behalf. This policy also applies to an incumbent Member an acclaimed Member or a Member not seeking re-election.

### 4. DEFINITIONS

**“The Act”** means the *Municipal Elections Act*, 1996, c. 32, as amended from time to time, and includes any regulation made there under;

**“Candidate”** means a person who has filed a nomination to run in a municipal, provincial or federal election, and shall be deemed to include a person seeking to influence other persons to vote for or against any candidate or any question or by-law submitted to the electors under section 8 of the Act;

**“Campaign(ing)”** means any activity by, or on behalf of a Candidate, political party, constituency association, Registered Third Party, or question on a ballot meant to elicit support

during the Election Period. This does not include the appearance of elected officials, other candidates or their supporters, or registrants at an event in their personal capacity without the display of any signage or graphics which identify the individual as a candidate or registrant without the solicitation of votes.

**“Campaign Materials”** means any materials used to solicit votes for a Candidate(s) or question during the Election Period including, but not limited to, literature, banners, posters, pictures, buttons, clothing, or other paraphernalia. Campaign Materials include materials in all media, for example, print, displays, electronic radio or television, online including websites or social media.

**“Campaign Period”** begins on the date a candidate files their nomination through to and including Voting Day.

**“Town of Fort Frances”** means The Corporation of the Town of Fort Frances.

**“Corporate Resources”** means items, staff, services, or resources which are the property of the Town of Fort Frances including, but not limited to: materials, equipment, vehicles, facilities, land, technology (computers, smartphones, tablets, etc.), intellectual property, images, logos, and supplies. Working hours, the time where the Municipality pays its employees to complete certain duties or tasks, is also considered to be a Corporate Resource;

**“Election Period”** means the official Campaign period of an election for:

- A municipal or school board election; the Election Period commences on the first day prescribed for the filing of nominations in accordance with the MEA and ends on voting day.
- A provincial or federal election; the Election Period commences the day the writ for the election is issued and ends on voting day.
- A nomination for a political party, the Election Period is the nomination contesting period as determined by the Party.
- A question on the ballot; the period commences the day Council passes a by-law to put a question to the electorate and ends on voting day.
- A municipal or school board by-election; the period commences on the first day nominations may be filed and ends on voting day.

**“Local Board”** has the same meaning as found in Section 1 of the Municipal Act, 2001.

**“Member”** has the same meaning as found in the Section 1 of the Conflict of Interest Act.

**“Municipal Facilities”** means any real property owned or under the control of the Town of Fort Frances or operated by the Town of Fort Frances local board;

**“Nomination Day”** for a regular municipal election is the fourth Friday of July in the year of the election;

**“Registered Third Party”** shall have the same meaning as “Registered Third Party” as found in section of the Municipal Elections Act, 1996 or the term “Third Party” as defined in section 1 of the Election Finances Act (Ontario) and Canada Elections Act, as the context requires.

**“Staff”** includes full-time, part-time, and contract employees, paid by the Town of Fort Frances;

**“Voting Day”** is the day on which the final vote is to be taken in an election.

### 5. POLICY

1) That in accordance with the provisions of the Act:

- (a) Corporate Resources may not be used for election-related purposes.
- (b) Staff shall not canvass or actively work in support of a municipal candidate during normal working hours unless they are on a leave of absence without pay, lieu time, float day, or vacation leave.
- (c) Members of Council, including the Mayor and Candidates shall not use any municipal facilities for any election-related purposes. Campaign-related signs or any other election-related material shall not be displayed in any municipal facility (ie: arenas / parks) and must not use election-related materials advertising or within any municipal publication such as a Municipal Newsletter.
- (d) Members of Council shall not print or distribute any material using municipal funds that make reference to, contain the names or photographs of, or identifies registered Candidates for Municipal Elections
- (e) Members of Council are responsible to ensure that the content of any communications material, including printed material such as newsletters, advertising, etc. funded by the municipality for the operation of each Councillor’s Office, is not directly election-related.
- (f) Websites or domain names that are owned, provided or funded by the municipality

may not include any election-related campaign material

- Candidates or Registered Third Party Advertiser are permitted to link to any Municipal document available to the public or on a public Municipal webpage from their campaign website.
- Candidates are not permitted to incorporate a video or other material (i.e. photos) for which the Municipality has proprietary rights on their own web page and or social media.
- Members of Council are provided access to corporate information technology (I.T.) assets to fulfill their duties and responsibilities as an elected official but may not use those assets for Campaigning or the development of Campaign Materials. This includes, but is not limited to, functionality through municipally issued smartphones such as calendar, email, texts, etc.
- If a Member of Council uses any social media account for campaigning, such accounts must not be created or supported by Corporate Resources. Social media accounts used for campaign purposes must utilize personal cell phones, tablets and/or computers.
- Members of Council who choose to create or use social media accounts for campaigning must include, for the duration of the Election Period, a clear statement on each campaign website or social media account's home page indicating that the account is being used for Election Campaign purposes and is not related to their duties as a Member of Council;
- Members of Council who are running for re-election shall not identify themselves in any online media or content generated during the Election Period by the title of their office (i.e., such as mayor or councillor) and

(g) Candidates or Registered Third Parties must not, under any circumstances, use a Municipal logo, crest, slogans or any images or any variation of it that is owned under the jurisdiction of the Town on any campaign material, election signs, social media or campaign websites.

(h) Members of Council may not use the municipality's voicemail system and/or cell phones to record election related messages; and

(i) The Municipality's appointed Integrity Commissioner is considered to be a Corporate Resource, under contract with the Municipality and may receive, from

time to time, compensation from the Municipality in accordance with services provided. Members of Council shall not use the services of the Municipality's Integrity Commissioner during the Election Period for the purposes of seeking advice related to their Campaign. for clarity, this does not restrict the ability of a Member to use the integrity Commissioner's services as authorized by any applicable law or policy.

- 2) That the Municipal Clerk be authorized and directed to take the necessary action to give effect to this policy.

**Limitation:** This policy does not preclude a member of Municipal Council from performing their duties as a Councillor, nor inhibit them from representing the interests of the constituents who elected them.

**Implementation:** This policy shall become effective immediately upon approval by the Municipal Council.

**Rationale and Legislative Authority:** It is necessary to establish on the appropriate use of corporate resources during an election period to protect the interests of both members of Council and the Town of Fort Frances. The Act prohibits a municipality from making a contribution to a candidate. The Act, also prohibits a candidate, or someone acting on the candidate's behalf, from accepting a contribution from a person who is not entitled to make a contribution.

As a contribution may take the form of money, goods or services, any use by a Member of Council of the Corporation's resources for his or her election campaign would be viewed as a contribution by the municipality to the member, which is a violation of the Act, 1996.