

FUNDING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by
the Minister of Agriculture and Land

(hereinafter referred to as "Government")

OF THE FIRST PART

AND: Prince Edward Island Potato Board
of Charlottetown
in Queens County, Province of Prince Edward Island

(hereinafter referred to as the "Recipient")

OF THE SECOND PART

COVID-19 Mitigation Project for Potato Industry Sustainability: Shipping and Storage

WHEREAS Government wishes to provide funding to the Recipient to carry out the Project described in Schedule "A" attached hereto;

AND WHEREAS the Recipient has agreed to carry out the Project on certain terms and conditions as more particularly set out in this Agreement;

AND WHEREAS the Recipient has agreed that this is a *funding agreement* and not a *contract for service* agreement;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Covenants of the Recipient and Government

1. The Recipient shall perform the requirements, assume all those responsibilities and diligently execute the Project described in the attached Schedule "A" in a manner satisfactory to Government.
2. (a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the 23rd day of April, 2020, and end on the 1st day of March, 2021.

- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Recipient commenced the performance of the Project on the 23rd day of April 2020. It is further agreed that the amount of \$4,718,000 is the maximum amount to be paid for the Project and includes all amounts which may be owed for the Project since the 23rd day of April 2020.

Payments, Records and Accounts

3. Government shall make payments to the Recipient in the following manner:
- (a) Payment for the Project shall be a sum of up to \$4,718,000, payable in installments, as follows:
- i. Upon condition that the Recipient has submitted by the 31st day of July 2020 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of April 23 to May 31 2020, Government shall issue a payment for the sum of those eligible expenses for the period of April 23 to May 31 2020.
 - ii. Upon condition that the Recipient has submitted by the 31st day of August 2020 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of June 1 to June 30 2020, Government shall issue a payment for the sum of those eligible expenses for the period of June 1 to June 30 2020.
 - iii. Upon condition that the Recipient has submitted by the 30th day of September 2020 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of July 1 to July 31 2020, Government shall issue a payment for the sum of those eligible expenses for the period of July 1 to July 31 2020.
 - iv. Upon condition that the Recipient has submitted by the 31st day of October 2020 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of August 1 to August 31 2020, Government shall issue a payment for the sum of those eligible expenses for the period of August 1 to August 31 2020.

- v. Upon condition that the Recipient has submitted by the 30th day of November 2020 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of September 1 to September 30 2020, Government shall issue a payment for the sum of those eligible expenses for the period of September 1 to September 30 2020.
 - vi. Upon condition that the Recipient has submitted by the 31st day of December 2020 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of October 1 to October 31 2020, Government shall issue a payment for the sum of those eligible expenses for the period of October 1 to October 31 2020.
 - vii. Upon condition that the Recipient has submitted by the 31st day of January 2021 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of November 1 to November 30 2020, Government shall issue a payment for the sum of those eligible expenses for the period of November 1 to November 30 2020.
 - viii. Upon condition that the Recipient has submitted by the 28th day of February 2021 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of December 1 to December 31 2020, Government shall issue a payment for the sum of those eligible expenses for the period of December 1 to December 31 2020.
 - ix. Upon condition that the Recipient has submitted by the 31st day of March 2021 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices and proof of payment for eligible project expenses for the period of January 1 to January 31 2021, Government shall issue a payment for the sum of those eligible expenses for the period of January 1 to January 31 2021.
 - x. Upon condition that the Recipient has submitted by the 30th day of April 2021 a satisfactory Performance Monitoring and Reporting Plan (PMRP): Monthly Reporting Form (Appendix A), invoices, proof of payment for eligible project expenses for the period of February 1 to March 1 2021, and a satisfactory Performance Monitoring and Reporting Plan (PMRP): Final Report Form, Government shall issue a payment for the sum of those eligible expenses for the period of February 1 to March 1 2021.
- (b) Project expenditures incurred after March 1st, 2021 will not be eligible for payment under this Agreement.

- (c) The Recipient understands and agrees that it must inform the Government of funding from any other federal, provincial or municipal sources for the Project approved pursuant to this Agreement.
- (d) The Recipient shall keep proper accounts and records of the cost to the Recipient of the Project and of all expenditures or commitments made by the Recipient under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Recipient shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
- (e) Subject to statutory limitations, the Recipient shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

- 4. (a) The Parties agree that the Recipient shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Recipient, or any officer, clerk, employee or agent of the Recipient, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
- 5. (a) The Recipient agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Recipient may be required by law to make in connection with the Project.
- (b) The Recipient agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Project and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I., 1988 Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I., 1988 Cap. W-7.1 or any other laws that impose obligations in the nature of the employers' obligations. The

Recipient agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff.

- (c) The Recipient, before undertaking the Project shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
 - (d) The Recipient agrees to accept the full cost of doing those things required under this paragraph, and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.
6. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which the payment is to be made.

Reports

7. (a) The Recipient shall make interim reports as Government may direct.
- (b) The Recipient shall prepare and submit a draft final report, including financial statements, for review and approval of Government not later than the 31st day of March 2021. Government shall either signify its approval or note the deficiencies in writing to the Recipient within seven days of its submission. The final report shall be submitted to Government not later than the 14th day of April 2021 unless the Parties agree otherwise in writing.

Administration

8. (a) The Recipient shall permit any authorized representative of the Government's Department of Agriculture and Land reasonable access to the Recipient's premises and Project site to inspect and assess the progress and results of the project.
- (b) The Recipient understands and agrees that
- (i) Government may take photographs, related to the Project, of the Recipient's premises and Project site;

- (ii) Government may use the photographs taken for the purposes of promoting Government's funding programs to the public.
 - (c) The Recipient understands and agrees that Government owns the copyright on any report generated as a result of paragraph 7, and Government may use the report(s) for any purpose without further consent of the Recipient. The Recipient releases to Government any rights, including any copyright or moral rights, it may have in any report created under paragraph 7.
- 9.
- (a) The Recipient will advise Government at least thirty (30) days in advance of any special event (official opening, ribbon cutting, sod-turning, etc.) the Recipient wishes to organize in connection with the Project. A ceremony shall only be held on a date which is mutually acceptable to Government and the Recipient. The Recipient consents to having Government participate in any such ceremony.
 - (b) The Recipient shall ensure that publications and presentations resulting from the Project shall identify the Government as a funder of the Project.
 - (c) A Recipient proposing to use a communications product which will acknowledge the support of Government shall consult with Government in the development and approval of the communications product.
10. Government shall provide such support, direction, decisions and information to the Recipient as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Recipient.

Termination

11. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Recipient by hand delivery, mailed to the Recipient's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Recipient shall have no further claim against Government, except that the Recipient will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Project performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Recipient prior to the receipt of the notice and for which the Recipient is liable for payment, less any sums paid by Government to the Recipient on account.

12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Recipient as a result of this Agreement shall be treated as confidential information. The Recipient shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.
14. (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Recipient, its employees, agents, servants or others for whom the Recipient is responsible, without the written consent of Government.
- (b) The Parties agree that Government owns the copyright on all aspects of the Project, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Project whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
- (c) The Recipient relinquishes all rights to the Project created pursuant to this Agreement, including all rights, and moral rights otherwise accruing to the Recipient pursuant to the *Copyright Act*, R.S.C. 1985, C-42.

Conflict of Interest

15. The Recipient warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Recipient shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Recipient of an actual or potential conflict of interest, Government, in its sole discretion, may either:
- (a) allow the Recipient to resolve the actual or potential conflict to the satisfaction of

Government; or

- (b) terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

16. The Recipient acknowledges that this Agreement and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I. 1988, Cap. F-15.01. The Recipient may be consulted prior to release of any information.
17. The Recipient acknowledges and agrees that, in the event the Project involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

18. The Recipient shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Project (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Recipient or anyone directly or indirectly employed by the Recipient or anyone for whom the Recipient may be liable.
19. The Recipient shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to Government:
- (a) Commercial General Liability insurance in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
- Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds;

- Broad Form Property Damage;
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor
- (b) The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A Certificate of Insurance and any renewals thereof shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by the Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

20. This Agreement shall not be assigned or subcontracted in whole or in part by the Recipient without the prior written consent of Government.
21. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
22. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the province of Prince Edward Island.
23. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
24. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
25. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
26. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though

the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED
in the presence of:

Government of Prince Edward Island,
as represented by the Minister of
Agriculture and Land

SIGNED, SEALED & DELIVERED
in the presence of:

Prince Edward Island Potato Board

SCHEDULE "A"

**TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
PRINCE EDWARD ISLAND POTATO BOARD**

DATED THE DAY OF _____, 20__

COVID-19 MITIGATION PROJECT FOR POTATO INDUSTRY SUSTAINABILITY: SHIPPING AND STORAGE

- 1.0 Project Objective
 - 1.1 The purpose of this project is to mitigate the economic impacts of food service closures on PEI's potato industry due to COVID-19 public health directives, thereby supporting the sustainability of PEI's potato industry.
- 2.0 Statement of Work
 - 2.1 The Recipient will, if or when required, establish contracts with Cavendish Farms to ensure that:
 - 2.1.1 All surplus Cavendish Farms-contracted PEI potatoes from the 2019 crop, to a maximum of one hundred (100) million pounds, are processed; and
 - 2.1.2 Finished potato product is transported from the Cavendish Farms Plant 2 in New Annan, PE to freezer storage locations in New Brunswick, Nova Scotia, and Florida.
 - 2.2 The Recipient may implement activities other than those listed in 2.1.1 and 2.1.2 only when, prior to implementing the activity, a proposal has been received and approved by Government in writing.
 - 2.2.1 The proposal must provide information (e.g., data, reports, etc.) to demonstrate that the proposed activity(ies) can be reasonably assumed to:
 - 2.2.1.1 Support the sustainability of PEI's potato industry; and
 - 2.2.1.2 Mitigate the impacts of COVID-19 on PEI potato producers.
- 3.0 The Recipient will:
 - 3.1 Collect and submit to Government all necessary records required for audits and evaluations of the funding. This includes, but is not limited to: invoices, proof of payments, and a final Performance Monitoring and Reporting Plan (details of which are included under '5.0 Reporting Framework');
 - 3.2 Submit progress reports to Government that includes, but is not limited to: the amount of 2019 PEI-contracted potato volume processed to date, the volume of 2019 PEI-contracted potatoes remaining to be processed, and the volume of processed potato products in off-Island freezer storage(s) made from 2019 PEI-contracted potatoes;

- 3.3 At the end of each month, reimburse Cavendish Farms for eligible expenses up to a maximum of four million seven hundred and eighteen thousand dollars (\$4,718,000) over the term of the contract only when the Recipient is in receipt of:
 - 3.3.1 Invoices;
 - 3.3.2 Proof of payments; and
 - 3.3.3 Progress reports indicating:
 - 3.3.3.1 The amount in volume of 2019 PEI contracted potatoes processed to date;
 - 3.3.3.2 The amount in volume of 2019 PEI contracted potatoes remaining to be processed; and
 - 3.3.3.3 The amount in volume of processed potato products in off-Island freezer storage(s) made from 2019 PEI contracted potatoes.
 - 3.4 Provide the documentation listed in 3.3.1, 3.3.2, and 3.3.3 to Government each month; and
 - 3.5 Encourage the use of PEI trucking companies when available and where reasonable.
- 4.0 Eligible Expenses
- 4.1 Costs associated with the transportation of finished product from the Cavendish Farms Plant 2 in New Annan, PE to freezer storages located to New Brunswick, Nova Scotia, and Florida;
 - 4.2 Costs associated with freezer storage in New Brunswick, Nova Scotia, and Florida from April 23, 2020 to March 1, 2021; and
 - 4.3 Costs other than those listed in 4.1 and 4.2 are not eligible (unless, as per 2.2, Government has approved other costs).
- 5.0 Reporting Framework
- 5.1 The Recipient will complete all requirements as listed in the attached Performance Monitoring and Reporting Plan (PMRP) by the deadlines listed in the PMRP (for example, but not limited to, the Monthly Reports and Final Report described in the PMRP).



Agriculture
and Land

PERFORMANCE MONITORING AND REPORTING PLAN
Funding Agreement with the Prince Edward Island Potato Board
Total Investment: \$4,718,000 for the Processing and Storage Contract (2020/21)

Government of PEI COVID-19 Emergency Contingency Fund
Assistance for workers and business affected by COVID-19

Economic
development and
sustainability
policy

Food supply and
food security
policy

**PEI Potato
Board Funding
Agreement**

Support for the sustainability of
PEI's potato industry

Treasury Board
policy on
performance
monitoring

Auditor General
policy on COVID-
spending
oversight

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1.0 INTRODUCTION

This Performance Monitoring and Reporting Plan (PMRP) outlines Performance Indicators (PIs) which must be collected by the PEI Potato Board. The purpose of collecting PIs is to provide information to understand the performance, relevancy and impact of the \$4.718M commitment to mitigate the economic impacts of food service closures on PEI's potato industry due to COVID-19 public health directives, thereby supporting the sustainability of PEI's potato industry.

This PMRP is based on the contract with the PEI Potato Board and performance monitoring policy established by Treasury Board and the Auditor General.

Acronyms

AG – Auditor General (PEI)
CFS – Community Food Security
CPHO – Chief Public Health Office
DAL – PEI Department of Agriculture and Land
PMRP – Performance Monitoring and Reporting Plan
TB – Treasury Board (PEI)

Definitions

Evaluation - Evaluation is the systematic assessment of the design, implementation or results of an initiative for the purposes of learning or decision-making (Canadian Evaluation Society, 2015).

Performance monitoring/measurement - Performance monitoring measures the quality of service delivery and the outcomes (results) achieved. An appropriate performance monitoring system will require multiple program performance indicators (Wholy & Hatry, 1992, p. 605).

2.0 BACKGROUND

2.1 Public Policy Framework for the PEI Potato Board – Processing & Storage Contract

The policy framework for the DAL's commitment of \$4.718 million is comprised of public policy from the Government of PEI's COVID-19 pandemic response and DAL's policy on economic development and sustainability as well as food supply and community food security.

2.1.1 COVID-19 Emergency Contingency Fund

In March 2020, Government established the COVID-19 Emergency Contingency Fund to assist workers and business affected by COVID-19. Subsequent increases have been made to adapt to the evolving critical needs of workers and businesses.¹

2.1.2 Economic Development and Sustainability Policy

The DAL maintains a number of policies and programs related to economic sustainability in order to assist industry in maintaining an optimal level of production². The potato industry in PEI records the largest farm cash receipts³ of all agricultural commodities in the province. The DAL's investment of \$4.718 million is intended to support mitigating the economic impacts of food service closures on PEI's potato industry due to COVID-19 public health directives thereby supporting the sustainability of the province's largest agricultural sector.

¹ GPEI (2020 Mar 16). *Premier announces initial financial support, declares public health emergency* [news release]; GPEI (2020 Apr 3). *Province provides COVID-19 economic update, confirms property tax relief* [news release]

² DAL (2019) Sustainability in agriculture, aquaculture, and fisheries Infographic.

³ Farm Cash Receipts "represent the cash income received from the sale of agricultural commodities as well as direct program payments made to support subsidize the agriculture sector" (Statistics Canada, <https://tinyurl.com/yabbd2f2>)

2.1.3 Food Supply and Food Security Policy

The PEI Chief Public Health Office (CPHO) has recognized that a strong food supply chain is essential. The CPHO has designated the "supply chain" as an essential service. This includes "agriculture services," "food distribution and storage centres," "food manufacturers" and "industrial manufacturers."⁴ This designation recognizes that the interruption of food services and the supply chain could endanger "the life, health, or personal safety of the whole or part of the population."⁵ COVID-19 policy for food in PEI has included restricting operations to take-out, pick-up, and delivery only, and the issuance of guidelines to food operators to promote health and safety.⁶ Federally, the Minister of Agriculture and Agri-Food Canada has reiterated the importance of the food supply system: "[Government is] making sure that our food supply chain is not compromised ..."⁷

DAL public policy includes the promotion of community food security. One important component of achieving CFS is a sustainable food system. The FAO has noted that the COVID-19 pandemic is "generating significant challenges that could result in risks to food security and nutrition"⁸ and that "disruptions to supply chains . . . [is] resulting in significant increases in food loss and waste, especially of perishable agricultural produce such as fruits and vegetables."¹⁰ The FAO has recommended that "prompt policy and fiscal measures are needed to ensure food supply chains are kept alive, domestically and internationally".⁹ This investment of public dollars will serve to mitigate negative impacts on regional and international food supply chains and will support maintaining a sustainable food system, thereby supporting both the supply chain and community food security (e.g., by avoiding waste).

2.2 Performance Monitoring Policy

2.2.1 DAL Policy on Performance of COVID-19 Pandemic-related spending

The DAL has established a policy on performance monitoring for COVID-19 pandemic-related initiatives.

The DAL will:

- Monitor COVID-19 pandemic-related funding to ensure that investments meet their intended targets; and
- Public money is spent responsibly.

2.2.2 Auditor General Oversight and COVID-Related Spending

The Premier of PEI has requested that the Auditor General (AG) provide oversight for the Government programs, services, and funding developed to address the impacts of the COVID-19 pandemic. The purpose of the AG's oversight is to ensure that investments meet their intended targets and public money is spent responsibly¹⁰.

2.2.3 PEI Treasury Board Policy on Performance Monitoring

PEI Treasury Board policies direct Departments to spend public funds carefully, particularly to ensure value for public money and transparency. For the purposes of this PMRP for the PEI Potato Board funding agreement, TB policy on contract management, conditional grants, and funding agreements have been considered as follows:

TB Policy 13.01 Introduction

"Conditional Grants" are payments made to a recipient for which Government receives no goods or services but stipulates that certain conditions must be met by the recipient. Such

⁴ GPEI, DHW, CPHO (2020 Apr 26). "Essential and non-essential services: COVID-19" (webpage)

⁵ GPEI, DHW, CPHO. (2020). "Essential, Non-Essential, and Allowable Services"

⁶ GPEI, DHW, CPHO (2020). "Food Premises on PEI: COVID-19 FAQ"

⁷ Government of Canada, Immigration, Refugees and Citizenship (2020 Mar 20). *Canada provides update on exemptions to travel restrictions to protect Canadians and support the economy* [News release].

⁸ FAO, (May, 2020) *Mitigating risks to food systems during COVID-19: Reducing food loss and waste.*

⁹ FAO (May 7, 2020). *Small island developing states: Responses to COVID-19: Highlighting food security, nutrition, and sustainable food systems.* Rome.

Available at <http://www.fao.org/documents/card/en/c/ca8994en>

¹⁰ GPEI (2020 Apr 24) *Government provides further financial updates* [news release].

payments are subject to audit and in some cases, subject to program criteria and guidelines" (3.d).

TB Policy 13.08 Conditional Grants and Funding Agreements

Section 5: Financial Management Accountability

The Deputy Minister of a department is accountable for:

- "Determining Goals and Objectives: Ensuring that Government's goals and objectives are clearly stated for conditional grants" (5.b).
- "Establishing Performance Criteria: Ensuring that measurable performance indicators and expectations for all conditional grant programs are established, and including such criteria and timing of evaluation work in Treasury Board program submissions or as otherwise requested by Treasury Board" (5.c).

Section 6: Implementation/Administration

Program information should normally address, but not be limited to, some or all of the following points:

- "What are the program goals and objectives?" (6.a).
- "What are the expected results of the organization in order to achieve the program objectives?" (6.b).
- "During the term of the funding agreement, how will monitoring of performance and evaluation be done?" (6.h).
- "How will the performance against stated objectives be measured?" (6.i).
- "If expected results are not being achieved, what corrective action will be taken?" (6.j).

TB Policy 13.10 Contract Management and Reporting

Section 2: Policy

"It is the responsibility of departments to establish administrative procedures to ensure efficient and effective contract management and the maintenance of meaningful reporting on contract activities." This includes:

- "monitoring of the contract to ensure contractor compliance with the terms and conditions of the contract" (2.i.c.).
- "completing an evaluation report for the file, noting the successes or failures that may be useful for consideration for future contracts" (2.i.e.).
- "monitoring contracts of an ongoing nature to ensure that the necessary approvals to renew are obtained in advance of the expiration of the current term" (2.i.f.).

2.2.4 Auditor General Recommendations on Performance Monitoring

The 2018 PEI Auditor General's report contained several recommendations which encouraged government to institutionalize better performance measurement for programs and services. "Performance audits, sometimes referred to as value-for-money audits, provide a high level of assurance and are objective assessments" (PEI AG, 2018, p.1). Furthermore, performance indicators are important for measuring and reporting on progress in achieving objectives (PEI AG, 2018, p. 3). To gain an understanding of the extent to which a program/investment is achieving its objectives, it is important to define performance indicators and evaluate results achieved (PEI AG, 2018, p. 9). Frameworks for measuring and reporting on performance are important (PEI AG, 2018, p. 10). It is also important that relevant performance information is obtained and analyzed (PEI AG, 2018, p.10).

3.0 REPORTING

Monthly Reports

The PEI Potato Board is to submit Monthly Reports to the Department as per the timeline contained in the table below. Appendix A of this PMRP contains a *Monthly Reporting Form* to be completed and signed by the PEI Potato Board. The Department is to place the completed and signed *Monthly Reporting Forms* in central filing.

MONTHLY REPORTING SCHEDULE	
Due Date	Reporting Period
Fiscal Year 2020-2021	
July 31, 2020	April 23, 2020 – May 31, 2020
August 31, 2020	June 1 – 30, 2020
September 30, 2020	July 1 – 31, 2020
October 31, 2020	August 1 – 31, 2020
November 30, 2020	September 1 – 30, 2020
December 31, 2020	October 1 – 31, 2020
January 31, 2021	November 1 – 30, 2020
February 28, 2021	December 1 – 31, 2020
March 31, 2021	January 1 – 31, 2021
April 14, 2021	February 1 – March 31, 2021

Final Report

The PEI Potato Board is to submit a Final Report to the Department by April 14, 2021. Appendix B of this PMRP contains a *Final Reporting Form* to be completed and signed by the PEI Potato Board. The Department is to place the completed and signed *Final Report* in central filing.

4.0 EVALUATION

An evaluation of the investment will be completed by the Department to understand the performance, relevance and full impact of the investment. Data provided by the Prince Edward Island Potato Board through the Monthly Reports and the Final Report will be included in the evaluation.

APPENDIX A: Monthly Reporting Form

PEI Potato Board – Monthly Report

Reporting Period
(Y-M-D to Y-M-D): _____

Prepared by (Name): _____

Initial: _____

Date: _____

FOR DEPARTMENT

Date received by Dept: _____

Dept. Initial (Rec'd): _____

Date approved by Dept.: _____

Dept. Initial (Approved): _____

**Original signed copy to be placed in Central File*

1.0 Performance Indicators

Performance Indicator (to be collected by Prince Edward Island Potato Board)	This Month	Year-to-Date (starting April 23, 2020)
Schedule A Metrics		
PRODUCER CONTRACTS		
# of PEI potato producers with contracts with Cavendish Farms for the 2019 growing season.		
Volume (in pounds) of potatoes contracted to be produced by PEI potato producers for Cavendish Farms for the 2019 growing season.		
# of PEI potato producers who have completed delivering their contracts with Cavendish Farms for the 2019 growing season.		
# of PEI potato producers with outstanding ¹¹ contracts with Cavendish Farms for the 2019 growing season.		
PROCESSING		
Total volume (in pounds) of 2019 Cavendish-PEI-contracted volume to be processed (as of April 23, 2020).		
Volume (in pounds) of 2019 Cavendish-PEI-contracted potatoes processed this month ¹² .		
Volume (in pounds) of 2019 Cavendish-PEI-contracted potatoes to be processed.		
Volume (in pounds) of 2019 Cavendish-PEI-contracted volume that has been composted (i.e., dumped).		
TRANSPORTATION		
# of PEI-owned trucking companies hired to transport finish product produced from Cavendish-PEI-contracted volume.		
# of trucking companies not owned by PEI companies hired to transport finished product produced from Cavendish-PEI-contracted volume.		
	NS	NS
	NB	NB

¹¹ Please report on the volume that corresponds to the month in which the Form is being submitted (i.e., for the July Monthly Reporting Form, report on activities during July).

# of total return trips to transport finished product produced from Cavendish-PEI-contracted volume to storage facilities by location (i.e., Miramichi, Oxford, Florida)	Florida		Florida	
	Other		Other	
STORAGE				
Number of freezer storage facilities with current leases to store finished product produced from Cavendish-PEI-contracted volume by location (NS, NB, Florida)	NS		NS	
	NB		NB	
	Florida		Florida	
	Other		Other	
Volume of finished product produced from Cavendish-PEI-contracted volume that has been transported from Cavendish Farms' Plant 2 in New Annan to storage facilities by location (i.e., NS, NB, and Florida) this month ¹⁰ .	NS		NS	
	NB		NB	
	Florida		Florida	
	Other		Other	
Volume of finished product produced from Cavendish-PEI-contracted volume that is currently stored in facilities by location (i.e., Miramichi, Oxford, <location in Florida>.	NS		NS	
	NB		NB	
	Florida		Florida	
	Other		Other	
MISCELLANEOUS				
# of progress reports submitted by Cavendish Farms				

2.0 Description of Activities

Please provide a description of progress made towards the Schedule A Requirements for this reporting period, noted below. Write 'N/A' if no activities for the respective requirement were completed. Please include two to three paragraphs per requirement.

2.1) Schedule A Requirement: Establish contracts with Cavendish Farms to ensure that all Cavendish Farms-PEI-contracted potatoes from the 2019 crop are processed; PEI potato producers are paid the amounts contained in contracts signed by producers with Cavendish Farms in the spring of 2019; and, finished potato product is transported from Cavendish Farms Plant 2 in New Annan, PEI to freezer storage locations in New Brunswick, Nova Scotia and Florida.

Description

2.2) Schedule A Requirement: Ensure the selection of trucking companies to transport finished product from Cavendish Farms Plant 2 in New Annan, PEI to freezer storage locations in New Brunswick, Nova Scotia and Florida is competitive.

Description

2.2.1) Schedule A Requirement: Island owned trucked should be considered, where possible, for transporting frozen processed potato products from PEI to the freezer storage locations.

Description

APPENDIX B: Final Report Form

PEI Potato Board – Final Report

FOR DEPARTMENT

Reporting Period
(Y-M-D to Y-M-D): _____

Date received by Dept: _____

Prepared by (Name): _____

Dept. Initial (Rec'd): _____

Initial: _____

Date approved by Dept.: _____

Date: _____

Dept. Initial (Approved): _____

**Original signed copy to be placed in Central File*

1.0 Performance Indicators

Performance Indicator (to be collected by Prince Edward Island Potato Board)		From April 23, 2020 to March 1, 2021	
Schedule A Metrics			
PRODUCER CONTRACTS			
# of PEI potato producers with contracts with Cavendish Farms for the 2019 growing season.			
Volume (in pounds) of potatoes contracted to be produced by PEI potato producers for Cavendish Farms for the 2019 growing season.			
# of PEI potato producers who have completed delivering their contracts with Cavendish Farms for the 2019 growing season.			
# of PEI potato producers with outstanding ¹³ contracts with Cavendish Farms for the 2019 growing season.			
Total volume (in pounds) of 2019 PEI-contracted volume to be processed (as of April 23, 2020).			
Volume (in pounds) of 2019 PEI-contracted potatoes processed.			
Volume (in pounds) of 2019 PEI-contracted potatoes to be processed.			
Volume (in pounds) of 2019 PEI-contracted volume that has been composted (i.e., dumped).			
TRANSPORTATION			
# of PEI-owned trucking companies hired to transport finished product produced from PEI contracted volume.			
# of trucking companies not owned by PEI companies hired to transport finished product produced from PEI contracted volume.			
# of total trips to transport finished product produced from PEI-contracted volume to storage facilities by location (NS, NB, Florida).	NS		
	NB		
	Florida		
	Other		
STORAGE			
Number of freezer storage facilities with current leases to store finished product produced from PEI-contracted volume by location (NS, NB, Florida).	NS		
	NB		
	Florida		
	Other		
Volume of finished product produced from PEI-contracted volume that has been transported from Cavendish Farms' Plant 2 in New Annan to storage facilities by location (NS, NB, Florida) this month ¹⁰ .	NS		
	NB		
	Florida		
	Other		
Volume of finished product produced from PEI contracted volume that is currently	NS		

¹³ For the purposes of this PMRP "outstanding" means that the producer has not received payment under the 2019 contract with Cavendish Farms.

stored in facilities by location (NS, NB, Florida).

NB
Florida
Other

of progress reports submitted by Cavendish Farms

2.0 Description of Activities

Please provide a description of progress made towards the Schedule A Requirements for this reporting period, noted below. Write 'N/A' if no activities for the respective requirement were completed. Please include two to three paragraphs per requirement.

2.1) Schedule A Requirement: Establish contracts with Cavendish Farms to ensure that all Cavendish Farms-PEI-contracted potatoes from the 2019 crop are processed; PEI potato producers are paid the amounts contained in contracts signed by producers with Cavendish Farms in the spring of 2019; and, finished potato product is transported from Cavendish Farms Plant 2 in New Annan, PEI to freezer storage locations in New Brunswick, Nova Scotia and Florida.

Description

2.2) Schedule A Requirement: Ensure the selection of trucking companies to transport finished product from Cavendish Farms Plant 2 in New Annan, PEI to freezer storage locations in New Brunswick, Nova Scotia and Florida is competitive.

Description

2.2.1) Schedule A Requirement: Island owned trucked should be considered, where possible, for transporting frozen processed potato products from PEI to the freezer storage locations.

Description

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