

**CONSERVATION AUTHORITIES SUPPORTING CLIMATE ACTION THROUGH NATURE BASED SOLUTIONS**

**MEMORANDUM OF UNDERSTANDING**

**– CONSERVATION AUTHORITIES –**

Effective this 1<sup>st</sup> day of April, 2021

B E T W E E N:

**The Regional Municipality of Durham (Region)**

AND

**The Ganaraska Region Conservation Authority (GRCA)**

**Central Lake Ontario Conservation Authority (CLOCA)**

**Toronto and Region Conservation Authority (TRCA)**

**Lake Simcoe Region Conservation Authority (LSRCA)**

**Kawartha Region Conservation Authority (KRCA)**

(with the foregoing collectively referred to as the **5 CAs**)

**RECITALS**

- A. WHEREAS the 5 CAs each have a mandate which includes the stewardship and environmental enhancement on private land through tree planting;
- B. AND WHEREAS the 5 CAs wish to work cooperatively in programs which assist in the fulfillment of their mandates;
- C. AND WHEREAS GRCA has agreed to take the administrative lead for this program on behalf of the 5 CAs;
- D. AND WHEREAS the 5 CAs and the Region have a mutual interest in private land stewardship and tree planting;
- E. AND WHEREAS the Region and the 5 CAs have developed a joint program, outlined in the Conservation Authorities Supporting Climate Action Through Nature Based Solutions proposal to:
  - a) Support the implementation of the *Durham Community Climate Adaptation Plan (DCCAP, 2016)*;
  - b) Support the implementation of the Region of Durham Official Plan nature-based solution policies;
  - c) Support CAs to build natural resiliency into natural heritage system and implement watershed plan action items;
  - d) Engage with rural landowners about climate change in Durham Region as well as climate action and tree planting possibilities; and
  - e) Plant trees.

NOW THEREFORE, for good consideration as provided for in this agreement, the Region and the 5 CAs hereby agree as follows:

## **1. THE VISION**

- 1.1. The Region and the 5 CAs jointly agree to cooperate in the implementation of the Program, and to undertake the following activities:
  - a) to promote the Program to owners of private lands through various opportunities and media;
  - b) to foster partnerships that increase participation in the Program and efficient administration; and
  - c) to foster a sharing of resources, technical capabilities, knowledge, experience, and training to increase naturalization initiatives on private and public lands.

## **2. RESPECTIVE ROLES OF THE 5 CAs AND THE REGION**

- 2.1. The 5 CAs covenant and agree to do the following:
  - 2.1.1. to promote the Program, including the Region's role in the Program, through a minimum of one (1) recognition event every two (2) years, two (2) media releases annually and installation of on-site signage as appropriate;
  - 2.1.2. to deliver landowner outreach and full planting services, administer the Program by reviewing candidate properties for eligibility, and to arrange and implement planting on eligible property;
  - 2.1.3. to fulfill any request made by the Region provided that the Region's request is reasonable, is made in a timely manner and there are sufficient funds to satisfy the request;
  - 2.1.4. to provide survival assessment results minimum 2% random sample at year 2 and year 5 after planting;
  - 2.1.5. to support the sharing of resources, technical capabilities, knowledge, experience, and training to increase naturalization initiatives on private and public lands, including but not limited to organizing and participating in one (1) tour of a selection of tree planting sites located within the Region during the term of this MOU;
  - 2.1.6. to ensure that any contractors hired to carry out work as part of this program are appropriately licensed, experienced, and insured;
  - 2.1.7. to provide GRCA the necessary proposed work and summary information to include in the Work Plan and Summary Reports.
- 2.2. The Region covenants and agrees to do the following:
  - 2.2.1. to promote the Program to eligible residents within the Region;
  - 2.2.2. to direct any identified private or public planting opportunities to the appropriate watershed and CA contact;

2.2.3. to support the sharing of resources, technical capabilities, knowledge, experience, and training to increase naturalization initiatives on private and public lands, including but not limited to attending one (1) tour of tree planting sites located within the Region. The Region will pay for the costs associated with the tree planting site tour (including lunch, bus, and associated costs).

### 3. ADMINISTRATION AND REPORTING

- 3.1. The Region and GRCA, as administrative lead for the program, shall each appoint one representative who shall be responsible for the management and administration of the terms of this MOU. All 5 CAs will be responsible for implementing their own deliverables. See Schedule A for breakdown.
- 3.2. Schedule A shows the deliverables for the entire project including Region of Durham financial contribution and other funding partners. If the matching funds are not received, the full deliverables will not be met and revisions to the deliverables will be discussed and agreed to by the Region and the 5 CAs.
- 3.3. The priority areas will be reviewed and discussed at the annual workplan development meetings. Revisions and rationale will be discussed with the Region.
- 3.4. GRCA, with input and active participation from the other 4 CAs, covenants and agrees to do the following:
  - 3.4.1. to provide projected annual project work plans (the “**Work Plans**”) to the Region no later than January 15th in each year of this MOU, (or 2 months after the signing in Year 1), which shall include the following information:
    - a) projected deliverables including number of trees and shrubs to be planted, number of potential project sites, area (ha) of projected planting;
    - b) confirmed projects including number of project sites, area (ha) to be planted;
    - c) a list of funding available from all sources and any project constraints; and
    - d) a brief communications plan including communities to be targeted for outreach activities and outreach activities planned.
  - 3.4.2. to provide annual summary reports (the “**Summary Reports**”) to the Region no later than December 31st in each year of this MOU, which shall include the following information:
    - a) a financial summary including a breakdown of sites and expenses as they relate to Schedule A;
    - b) a project summary detailing (i) individual site details including number of trees and/or shrubs planted, species used, area (ha) planted, and funding applied as per Schedule A; (ii) cumulative program details including area planted (ha), and number of trees and shrubs planted on all sites;
    - c) survival assessment results as per Section 2.1.4;
    - d) GIS files identifying project locations; and

- e) a summary of completed promotional activities, including a list of project sites and signage installed.

3.5. The Region covenants and agrees to do the following:

- a) to coordinate at a minimum two (2) Program update meetings with GRCA per year;
- b) to review annual Work Plans and Summary Reports and provide ongoing direction and feedback on Program implementation;
- c) to provide timely review and responses to inquiries from GRCA regarding project requests and changes in the allocation of Funds from the amounts set out in Schedule A, as per Section 4.3;
- d) to provide program on-site signage to GRCA;
- e) no later than January 1st in each year of this MOU, to provide a work plan for the year outlining the communications activities to be undertaken by the Region and identifying preferred target communities; and
- f) to provide communications support to coordinate with GRCA in developing a coordinated communication strategy.

3.6. The 5 CAs through the GRCA and the Region agree to communicate regularly and provide regular updates on the status of the Program from time to time, as either GRCA and/or the Region may require.

3.7. Timelines:

3.7.1. The workplan and summary reports timeline will follow the calendar year.

3.7.2. Year One will commence upon signing completion and end on December 31st, 2021.

#### 4. **FUNDING**

4.1. The Region agrees to allocate the amount identified to each CA in Schedule A, not to exceed a collective four hundred thirty-nine thousand dollars (\$439,000.00) over 4 years of this MOU (the “**Funds**”) to implement the Program on the Region’s behalf according to the following payment schedule:

4.1.1. Year 1 funds upon signing (2021);

4.1.2. Year 2 funds upon the receipt of the Year 1 Summary Report and the Year 2 Workplan (January 2022);

4.1.3. Year 3 funds upon the receipt of the Year 2 Summary Report and Year 3 Workplan (January 2023); and

4.1.4. Year 4 funds upon the receipt of the Year 3 Summary Report and Year 4 Workplan (January 2024).

- 4.2 The Region agrees to pay GRCA through an invoice requesting the funds stated in Schedule A after which the GRCA will disseminate funds to the other 4 CAs. Dissemination will occur once an invoice for the amounts stated in Schedule A is received from each CA and funding has been received by the GRCA from the Region. Each CA agrees to apply the Funds as outlined in Schedule A.
- 4.3 GRCA, with consultation from the other 4 CAs, may change the allocation of Funds from the amounts set out in Schedule A if GRCA provides notice to the Region in writing of the proposed change and the Region agrees that GRCA may vary the allocation.

## **5. TERM OF MEMORANDUM OF UNDERSTANDING**

- 5.1. This MOU commences on the Effective Date and terminates on December 31<sup>st</sup> 2025. By mutual agreement in writing, the Region and 5 CAs may extend the term of this MOU at any time.
- 5.2. This MOU may be terminated early by the Region upon 30 days' written notice.
- 5.3. Any of the 5 CAs may terminate their participation in the Program early, and remove themselves as a party to this MOU, upon 60 days' written notice.
- 5.4. Early termination of this MOU, or early termination of participation in the Program by any of the 5 CAs, may only occur at the end of a calendar year (December 31) during the Term of this MOU.
- 5.5. Where the Region terminates the MOU, or any of the 5 CAs terminates their participation in the Program, any unspent funds at the time of termination will be returned to the Region.
- 5.6. This MOU will continue to be in force so long as one CA remains a party of the Program, subject to the early termination rights of the Region in Section 5.2.
- 5.7. Section 6.3 shall survive termination of this MOU.

## **6. INSURANCE AND INDEMNITY**

- 6.1. The 5 CAs agree to each carry and maintain in place at their own expense (including the cost of deductibles) throughout the term of this agreement, including all renewals and extensions, a policy or policies of insurance with an insurer licensed in Ontario and provide the Regional Municipality of Durham with evidence of:
  - a) Commercial General Liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars. The Commercial General Liability policy shall include the Regional Municipality of Durham as an additional insured in respect of all operations performed by or on behalf of the 5 CAs in relation to the contract requirements.

b) Automobile liability insurance including all vehicles and commercial trailers owned or leased by the 5 CAs, for an amount not less than One Million (\$1,000,000) dollars on forms meeting statutory requirements covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of this agreement.

6.2. **Certificate of Insurance.** The 5 CAs shall each provide a Certificate of Insurance which confirms that the above coverage (and any applicable additional insurance) placed and maintained by it, complies with the requirements of this agreement, on the Regional Municipality of Durham's standard form, or on a form acceptable to Durham. An updated Certificate of Insurance shall be supplied prior to the expiry date of any required coverage.

6.3. **Hold Harmless and Indemnity.** The 5 CAs shall each independently defend, indemnify and save harmless the Regional Municipality of Durham and its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs, interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or wilful misconduct, their directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this MOU ("Claim") to the extent that a Claim is caused by the negligent acts or omissions of that particular conservation authority that is party to this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the 5 CAs in accordance with this MOU, and shall survive the termination or expiry of this MOU.

## 7. GENERAL

7.1. This MOU, including any amendments and supplements hereto, constitutes the entire agreement between the Region and GRCA with respect to the subject matter hereof. This MOU supersedes all prior or contemporaneous agreements, negotiations, representations, proposals, discussions, and understandings, oral or written, relating to the subject matter hereof. This MOU may be amended, supplemented, or modified only by written instrument, signed by the Region and GRCA hereto. This MOU shall be binding upon and inure to the benefit of the Region and GRCA hereto. This MOU may not be assigned.

7.2. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute an original agreement, and shall become effective once all the Region, and the 5 CAs have signed and delivered such signature to the Region and GRCA in person, by facsimile transmission or email.

7.3. Any notice, demand, acceptance or require to be given in writing, shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid, (at any time other than during a general discontinuance of postal services due to a strike, lockout, or otherwise) and addressed to the Region and GRCA as follows, or such change of address as the Region and GRCA have by written notification forwarded to each other:

To the Region at:

The Regional Municipality of Durham  
605 Rossland Road East  
Whitby, Ontario L1N 6A3

Attention: Manager of Sustainability, Office of the Regional Chair & CAO

To GRCA on behalf of the 5 CAs at:

Ganaraska Region Conservation Authority  
2216 Northumberland County Rd 28,  
Port Hope, Ontario L1A 3V8

Attention: Pam Lancaster, Stewardship Technician

- 7.4. The failure of the Region or GRCA at any time to require performance of any provision shall not affect the right to require performance at any other time, nor shall the waiver by the Region or GRCA of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.
- 7.5. If any provision of this MOU is declared illegal, void or unenforceable for any reasons, such provision shall be severed from the balance of this MOU and the remaining provisions hereof shall continue in full force and effect.

This memorandum of understanding is effective as of the date stated in the introductory clause.

**THE REGIONAL MUNICIPALITY OF DURHAM**

*Elaine Baxter-Trahair*

Name: Elaine Baxter-Trahair

Title: Chief Administrative Officer

**GANARASKA REGION CONSERVATION AUTHORITY**

*Linda J. Laliberte*

Linda J. Laliberte (Apr 15, 2021 13:25 EDT)

Name: Linda J. Laliberte

Title: CAO/Secretary-Treasurer

**CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY**

*Chris Darling*

Chris Darling (Apr 14, 2021 08:02 EDT)

Name: Chris Darling

Title: Chief Administrative Officer

**TORONTO AND REGION CONSERVATION AUTHORITY**

*Michael Tolensky*

Name: Michael Tolensky

Title: Chief Financial and Operating Officer

**LAKE SIMCOE REGION CONSERVATION AUTHORITY**

*Robert Baldwin*

Name: Robert Baldwin

Title: Chief Administrative Officer

**KAWARTHA REGION CONSERVATION AUTHORITY**

*K. Virgoe*

K. Virgoe (Apr 20, 2021 15:36 EDT)

Name: Kristie Virgoe

Title: Director, Stewardship & Conservation Lands

The above signed have authority to bind the Corporation.



Schedule A

Project Coordination	Year 1 Signing to Dec 31 2021	Year 2 Jan 1 to Dec 31 2022	Year 3 Jan 1 to Dec 31 2023	Year 4 Jan 1 to Dec 31 2024
Project Coordinator (GRCA)	\$10,000 Marketing Funds \$20,000 PC Funds	\$3,000 Marketing Funds \$20,000 PC Funds \$20,000 Planting Top Up funds	\$3,000 Marketing Funds \$20,000 PC Funds \$20,000 Planting funds	\$3,000 Marketing Funds \$20,000 PC Funds \$20,000 Planting Top Up funds \$10,00 Final Report/Assessment
Project Coordination	Develop project committees; Sign paperwork; Host the Tree Planting Kick Off Meeting Develop workplan; Set up reporting and meeting timeframes; Attend 1 Durham Regional Tree Strategy Annual Meeting; Host 1 other Project Steering Committee meeting; Secure and work with marketing firm to develop a communication strategy; Develop a program website; Submit Summary Report and Work Plan for following year; Discuss Top Up Funds.	Attend 1 Durham Regional Tree Strategy Annual Meeting; Attend quarterly 1 hour phone call meetings with the Office of Sustainability; Submit 2 internal reports or presentations at Steering Committee meetings per year; Host 2 Project Steering Committee meetings; Lead and submit Annual Workplan development to the Region; Lead and submit Annual summary reports to the Region; Submit GIS files; Assist with fundraising; Financial management activities from Region to CAs.	Attend 1 Durham Regional Tree Strategy Annual Meeting; Attend Quarterly 1 hour phone call meetings with the Office of Sustainability; Submit 2 internal reports or presentations at Steering Committee meetings per year; Host 2 Project Steering Committee meetings; Lead and submit Annual Workplan development to the Region; Lead and submit Annual summary reports to the Region; Submit GIS files; Assist with fundraising; Financial management activities from Region to CAs.	Attend 1 Durham Regional Tree Strategy Annual Meeting; Attend Quarterly 1 hour phone call meetings with the Office of Sustainability; Submit 2 internal reports or presentations at Steering Committee meetings per year; Host 2 Project Steering Committee meetings; Lead and submit Annual Workplan development to the Region; Lead and submit Annual summary reports to the Region; Submit GIS files; Assist with fundraising; Financial management activities from Region to CAs.

<b>GRCA</b>	<b>Year 1 Signing to Dec 31 2021</b>	<b>Year 2 Jan 1 to Dec 31 2022</b>	<b>Year 3 Jan 1 to Dec 31 2023</b>	<b>Year 4 Jan 1 to Dec 31 2024</b>
GRCA (As Tree Planter)	\$4,500 (50%)	\$9,000	\$9,000	\$4,500
Priority Areas	N/A	Wilmot Creek	Wilmot Creek, Lovekin Creek, Bouchette Point Creek, Port Granby	Graham Creek, Ganaraska River
Tree Planting	N/A	10,000	15,000	20,000

<b>CLOCA</b>	<b>Year 1 Signing to Dec 31 2021</b>	<b>Year 2 Jan 1 to Dec 31 2022</b>	<b>Year 3 Jan 1 to Dec 31 2023</b>	<b>Year 4 Jan 1 to Dec 31 2024</b>
CLOCA	\$11,250	\$22,500	\$22,500	\$11,250
Coordination	Attend the Tree Planting Kick Off Meeting Submit items for workplan; Attend 1 other Project Steering Committee meeting; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report.
Priority Areas	N/A	Lynde Creek Watershed – 1 <sup>st</sup> , 2 <sup>nd</sup> , and 3 <sup>rd</sup> priority catchments (from CLOCA Restoration Prioritization Model)	Oshawa Creek Watershed – 1 <sup>st</sup> , 2 <sup>nd</sup> , and 3 <sup>rd</sup> priority catchments (from CLOCA Restoration Prioritization Model)	Black/Harmony/ Farewell Creek and Bowmanville/ Soper Creek Watershed – 1 <sup>st</sup> , 2 <sup>nd</sup> , and 3 <sup>rd</sup> priority catchments (from CLOCA Restoration Prioritization Model)
Tree Planting	N/A	14,000	28,000	42,000

<b>KRCA</b>	<b>Year 1 Signing to Dec 31 2021</b>	<b>Year 2 Jan 1 to Dec 31 2022</b>	<b>Year 3 Jan 1 to Dec 31 2023</b>	<b>Year 4 Jan 1 to Dec 31 2024</b>
KRCA	\$9,000	\$18,000	\$18,000	\$9,000
Coordination	Attend the Tree Planting Kick Off Meeting Submit items for workplan; Attend 1 other Project Steering Committee meeting; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report.
Priority Areas	N/A	Layton Subwatershed Cawkers Subwatershed	Blackstock Subwatershed Lake Scugog Subwatershed	South Tribs Subwatershed Lake Scugog Subwatershed
Tree Planting	N/A	15,000	20,000	25,000

<b>LSRCA</b>	<b>Year 1 Signing to Dec 31 2021</b>	<b>Year 2 Jan 1 to Dec 31 2022</b>	<b>Year 3 Jan 1 to Dec 31 2023</b>	<b>Year 4 Jan 1 to Dec 31 2024</b>
LSRCA	\$13,500	\$27,000	\$27,000	\$13,500
Coordination	Attend the Tree Planting Kick Off Meeting Submit items for workplan; Attend 1 other Project Steering Committee meeting; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report.
Priority Areas	N/A	Beaver River	Beaver River, Uxbridge Brook	Beaver River, Whites Creek
Tree Planting	N/A	10,000	15,000	20,000

<b>TRCA</b>	<b>Year 1 Signing to Dec 31 2021</b>	<b>Year 2 Jan 1 to Dec 31 2022</b>	<b>Year 3 Jan 1 to Dec 31 2023</b>	<b>Year 4 Jan 1 to Dec 31 2024</b>
TRCA	\$6,750	\$13,500	\$13,500	\$6,750
Coordination	Attend the Tree Planting Kick Off Meeting Submit items for workplan; Attend 1 other Project Steering Committee meeting; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report and Work Plan for following year.	Attend 2 project meetings per year; Submit items for workplan; Contribute to Summary Report.
Priority Areas	N/A	Duffins Creek Watershed (TRCA owned Brock Lands)	Carruthers Creek Watershed	Duffins Creek Watershed
Tree Planting	N/A	10,000	15,000	20,000