

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made as of the 10th day of November, 2023 (the “**Effective Date**”).

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF WHITBY**

(hereinafter, “the Town”)

**AND**

**CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY**

(hereinafter, “CLOCA”)

**WHEREAS** CLOCA is a conservation authority established under the *Conservation Authorities Act*, R.S.O. 1990, c. C.27 (“Act”) in providing programs and services that further the conservation, restoration, development and management of natural resources in its watersheds;

**AND WHEREAS** the Town is a lower-tier municipality within the Regional Municipality of Durham (“Region”), located wholly or partly within the area under the jurisdiction of CLOCA;

**AND WHEREAS** in carrying out its mandate under the Act, CLOCA provides programs and services to municipal partners within its jurisdiction including but not limited to natural hazard management, restoration planning and works, forest management, invasive species and wildlife management, watershed and subwatershed planning, biodiversity and ecosystem monitoring, community education and outreach, research and interpretation, events and nature-based programs;

**AND WHEREAS** under the Act, programs and services provided by conservation authorities at the request of a municipality are to be provided under a memorandum of understanding (“MOU”) or such other agreement(s) as may be entered into with the municipality in respect of the programs and services, and such MOUs or other agreement(s) are intended to be higher level parent agreements that govern the delivery of the programs and services;

**AND WHEREAS** the Act requires such MOU or other agreements to be reviewed at regular intervals and to be made available to the public;

**AND WHEREAS** the Town and CLOCA wish to create a Sustainable Neighbourhood Action Program (hereinafter “SNAP”) in the Town in order to accelerate the creation of sustainable neighbourhoods in older urban areas within the Town;

**AND WHEREAS** the Town and CLOCA have agreed to partner in the planning, development, advisory and implementation of a SNAP;

**AND WHEREAS** this MOU sets out the principles, terms and conditions governing the delivery of programs and services by CLOCA requested by the Town;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

**OVERVIEW**

1. The SNAP takes a community level approach to dealing with climate change and urban renewal. It is meant to engage citizens by allowing them to contribute to the design and implementation of the SNAP.
2. The purpose of the SNAP is to accelerate the creation of sustainable neighbourhoods, generally in older urban areas. The aim is to provide neighbourhood-based solutions for achieving a greater impact in urban renewal and climate action. The SNAP takes a community level approach to dealing with climate change and engages citizens as it allows them to contribute to the design and implementation of the SNAP.
3. The SNAP is made up of four general activity areas:
  - a) Planning and Advisory Services;
  - b) Neighborhood Implementation and Facilitation;
  - c) Scaling Up; and
  - d) Knowledge Sharing.
4. CLOCA’s involvement will primarily be in the Planning and Advisory Services and Neighbourhood Implementation and Facilitation areas. The intent is that CLOCA will provide planning and advisory services to a neighbourhood in the Town which has been selected as an ideal candidate for delivery of the SNAP initiative. To begin this initiative, CLOCA will apply a set of criteria to neighbourhoods within the Town to establish an ideal neighbourhood for delivery of the SNAP.
5. The SNAP is envisioned as a multi-year project, which will consist of two phases. Phase 1 will consist of the development of the SNAP through consultation with the Town and other stakeholders as deemed appropriate by CLOCA and/or the Town. Phase 2 will consist of the implementation of the SNAP. It is anticipated that Phase 1 will take 1 to 2 years. Phase 2 will begin once the Town and CLOCA mutually agree that the SNAP has been sufficiently developed to allow for implementation.,.
6. The specific details of the SNAP will be determined once a neighbourhood has been selected, as the details are meant to be developed by the neighbourhood with the support of CLOCA.

**TERM**

7. This MOU shall commence on the Effective Date and shall continue for three years (the “**Initial Term**”). Thereafter, this MOU shall automatically continue for one (1) additional three (3) year period (“**Renewal Term**”) unless either party provides written notice of

termination to the other party at least thirty (30) days prior to the expiry of the Initial Term.

8. The following principles, terms and conditions shall govern the delivery of programs services requested by the Town:
  - a) Subject to complying with procurement and purchasing policies, the Town will give due consideration to CLOCA when procuring services related to CLOCA's mandate and areas of expertise.
  - b) CLOCA's or the Town's standard form of purchase order and procurement agreements will be used for the delivery of municipally requested programs and services.
  - c) CLOCA will maintain the insurance policies as set out in Article 8 below in respect of the delivery of programs and services provided pursuant to this MOU.
  - d) CLOCA will retain all financial and project records in connection with the programs and services for audit purposes by the Town for no less than seven years from the Expiry Date.
  - e) Programs and services provided pursuant to this MOU shall be in accordance with any standards and requirements that may be prescribed under subsection 21.1.1(4) of the Act.
  - f) Where programs and services delivered by CLOCA pursuant to this MOU involve user fees, such user fees shall only be imposed in accordance with CLOCA's fee policy and fee schedules adopted in accordance with the provisions of the Act or in accordance with provisions set out in an agreement between CLOCA and the Town.

## **ROLES AND RESPONSIBILITIES**

9. The Town shall:
  - a) Provide a one-time payment of \$80,000.00 to CLOCA.
  - b) Provide additional funding should such funding be required and available. The Town shall not be obligated to provide any further funding. Any further funding provided by the Town will be determined based on the needs of the particular SNAP and the Town's ability to provide further funding.
  - c) Designate an employee to act as liaison with CLOCA with respect to the SNAP, be responsible for the management and administration of the SNAP and to take the lead on the implementation of the SNAP at the Town.
  - d) In consultation with CLOCA, and with CLOCA's support, select a neighbourhood for the implementation of the SNAP and communicate with residents regarding the SNAP. Selection of the neighbourhood for the SNAP

will be made by the Town.

- e) Assist CLOCA with communication with the residents who will be involved in the implementation of the SNAP, including but not limited to acting as a liaison between the residents and CLOCA.
- f) Ensure that residents in the selected neighbourhood are aware of the program, ensure that residents who wish to participate receive information required in order to participate and to the extent possible, encourage residents to participate in the development and implementation of the SNAP.
- g) Provide information and answer questions from residents regarding the development and implementation of the SNAP.
- h) The Town will apply with assistance from CLOCA for additional grants in order to fund the implementation of the actions developed through the Plan.

10. CLOCA shall:

- a) Hire or designate a staff member in order to coordinate the SNAP. The coordination will include working with staff at the Town on the development of the SNAP, the selection of the neighbourhood and the implementation of the SNAP once fully developed. This staff member will be an employee of CLOCA and will have their salary and any applicable benefits paid by CLOCA. The staff member will not, for any purposes, be considered an employee of the Town. CLOCA shall be responsible for any notice, pay in lieu of notice and severance in the event that the staff member is terminated.
- b) In the event that the staff member resigns, is terminated, is on an extended leave of absence, or is otherwise no longer actively employed by CLOCA, CLOCA shall designate another staff member or hire a staff member to assist with the SNAP. With the exception of a situation where there is insufficient funding, CLOCA shall ensure that there is no disruption to the development or implementation of the SNAP as a result of staffing issues at CLOCA.
- c) Develop a defensible/scientific process for identifying the neighbourhood for a SNAP pilot.
- d) Consult with and provide assistance to the Town in order to select one (1) neighbourhood for the initial SNAP pilot program. The final decision as to which neighbourhood is selected will be made by the Town.
- e) During the Phase 1 of the SNAP, provide quarterly reports to the Town outlining the steps taken in development of the SNAP, identify any successes since the previous quarter, identifying any issues experienced during the relevant quarter, provide an estimate of the remaining time required to complete Phase 1 and provide any other required information.
- f) During Phase 2 provide quarterly reports to the Town with respect to the

progress of the implementation including any successes, opportunities, and suggestions for improvements in the implementation of the SNAP.

- g) If further funding is required, to make such a request to the Town including the amount required, the reason for the request and identify any potential sources of funding.
  - h) Provide yearly financial reports to the Town which outlines the amounts spent on the development and implementation of the SNAP.
11. It is the intent of the Town and CLOCA that their respective roles and responsibilities evolve throughout the development and implementation of the SNAP. The above roles and responsibilities are meant to be a base outline of the respective duties of the Town and CLOCA. A formal amendment of this MOU will not be required to add or subtract roles and responsibilities from either Party however, any changes should to the extent possible be confirmed in writing.

## **FUNDING**

12. The Town shall provide the initial funding in the amount of \$80,000.00. CLOCA may request, and the Town may provide, whether at the request of CLOCA or of its own initiative, additional funding as required or deemed appropriate.
13. All funds provided to CLOCA by the Town shall be used solely for the purpose of the development and implementation of the SNAP.
14. In order to request additional funding, CLOCA shall provide the Town with a written request for funds, which shall include:
- a) The amount requested;
  - b) Particulars of the reason for the request;
  - c) How the additional funds will be used if they are provided;
  - d) Details of any grants or other funding opportunities that may be available to the Town for the requested funding; and
  - e) Up to date financial information which sets out the receipt of any funds provided by the Town to CLOCA as of the date of the request and particulars as to the use of those funds in connection with the SNAP.
15. The Town shall not be obligated to provide further funds to CLOCA save and except for the amounts as set out in Article 12 of this MOU. The determination as to whether to provide any further funds requested will rest solely with the Town. If the Town does not provide the additional funds requested, the Agreement shall remain in full force and effect and such decision shall not impact the obligations of the Town or CLOCA under this Agreement.
16. If CLOCA is unable to obtain sufficient funding to carry out the obligations under this Agreement, CLOCA shall be entitled to immediately terminate this Agreement upon written notice to the Town.

## **INSURANCE AND INDEMNITY**

17. CLOCA agrees to put in effect and maintain for the duration of the MOU, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of CLOCA would maintain including, but not limited to, the following:

a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate. The policy is to include the following:

- contractual liability coverage;
- cross-liability clause and severability;
- employers liability coverage;
- 30 day written notice of cancellation, termination or material change;
- Non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,
- errors and omissions liability insurance, insuring liability for errors and omissions in the performance or failure to undertake the activities contemplated in this Agreement, in the amount of not less than \$2,000,000 per claim.

The Commercial General Liability policy shall include the Town as an additional insured in respect of all operations performed by or on behalf of CLOCA in relation to the MOU requirements and be endorsed to provide the Town with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

CLOCA shall provide a Certificate of Insurance on the Town's standard form, or on a form acceptable to the Town.

18. CLOCA hereby releases and shall defend, indemnify and save harmless the Town, its elected and appointed officials, agents, officers, employees, servants, volunteers, and contractors of, from and against all losses, damages, costs, liens, proceedings, actions, causes of action, suits, claims, demands, costs and expenses, including but not limited to legal fees, disbursements and taxes on a solicitor client basis, whatsoever in any way arising out of or allegedly attributable to the negligent acts or omissions, or wilful misconduct of CLOCA in connection with or in any way related to the delivery or performance of this MOU or in the performance of any Agreements entered into which are related to or contemplated by this MOU. However, CLOCA's obligation to indemnify, defend and hold harmless the Town shall not extend to the Town's negligence, or that of any of its elected and appointed officials, agents, officers, employees, servants, volunteers, and contractors for whom it is responsible.

19. The Town hereby releases and shall indemnify, defend and hold harmless CLOCA, its agents, officers, employees, servants, volunteers, contractors and appointed officials of, from and against all losses, costs, liens, proceedings, actions, suits, claims and

demands whatsoever in any way arising out of or allegedly attributable to the negligent acts or wilful misconduct of the City in connection with or in any way related to the delivery or performance of this Agreement. However, the Town's obligation to indemnify, defend and hold harmless CLOCA shall not extend to CLOCA's negligence, or that of any of its agents, officers, employees, servants, volunteers, contractors and appointed officials for whom it is responsible.

## **TERMINATION**

20. If any of the following events occur, the Town shall be entitled to immediately terminate this Agreement upon written notice to CLOCA:

- a) CLOCA breaches any of the terms and conditions of this Agreement;
- b) CLOCA ceases operating, ceases to operate as a non-profit organization, winds up or dissolves, commences or has commenced against it any proceedings in bankruptcy, or is adjudged a bankrupt; or,

21. CLOCA uses any funds provided by the Town for purposes other than the development and implementation of the SNAP. In the event this MOU is terminated in accordance with Article 16 or 21, CLOCA shall be obligated to return any unused funds which have been advanced by the Town. In the event of a termination, CLOCA shall provide the Town with accounts indicating that amount of funding received, and the amount of money spent in connection with the SNAP, with sufficient detail to allow the Town to determine the amount of unused funds. In addition, CLOCA shall provide the Town any and all work material related to the SNAP that may have been created.

## **GENERAL**

22. Nothing in this MOU obliges the Town to request the delivery of programs and services by CLOCA.

23. The Town and CLOCA will continue to work together to identify opportunities for further collaboration to the benefit of both parties and ensure efficiency, transparency and accountability in the use of public sector resources.

24. This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term or Renewal Term. It is CLOCA's responsibility to initiate the review with the Town at least ninety (90) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

25. This MOU shall be made available to the public in accordance with the Act and any applicable regulations.

26. This MOU may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement. The parties may sign this MOU by means of electronic signature and deliver this MOU by electronic transmission.

**IN WITNESS WHEREOF**, the parties have entered into this MOU as of the Effective Date.

**CENTRAL LAKE ONTARIO  
CONSERVATION AUTHORITY**

*Chris Darling*

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Per: Chris Darling  
Title: Chief Executive Officer

*Elizabeth Roy*

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Per: Elizabeth Roy  
Title: Chair

**THE CORPORATION OF THE TOWN  
OF WHITBY**

*S. Klein*

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Per: Sarah Klein  
Title: Director, Strategic Initiatives

*Fuwing Wong*

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Fuwing Wong Commissioner, Financial  
Services & Treasurer