

MEMORANDUM OF AGREEMENT dated the 4th day of May 2016.

- BETWEEN -

THE COUNTY OF HURON

Hereinafter called the "County"

THE PARTY OF THE FIRST PART

- AND -

**THE AUSABLE-BAYFIELD AND
MAITLAND VALLEY CONSERVATION AUTHORITIES**

Hereinafter called the "Conservation Authorities"

THE PARTY OF THE SECOND PART

WHEREAS the County intends to deliver the Huron Clean Water Project in the County of Huron, hereinafter called the "Project" and have requested the Conservation Authorities to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the County and the Conservation Authorities mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The County hereby retain the services of the Conservation Authorities in connection with the Project and the Conservation Authorities hereby agree to provide the services described herein under the general direction and control of the County.

1.02 Services

The services to be provided by the Conservation Authorities and by the County for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.07 are hereinafter called the "Services".

1.03 Project Funding

The County will provide funding for project delivery and for project grants as set forth in Article 3. From this budget the County will also provide funding for Committee support and expenses where applicable as well as costs associated with marketing and promotion. The County recognizes that there may be grants from external sources allocated through the Clean Water Project.

1.04 Staff and Methods

The Conservation Authorities shall use current state of the art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Conservation Authorities staff.

1.05 Drawings and Documents

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Conservation Authorities for the County may be used by the County, for the Project herein described.

1.06 Records and Audit

- (a) The County may inspect and audit the books, payrolls, accounts and records of the Conservation Authorities during regular office hours with respect to any item which the County is required to pay as a result of this Agreement.
- (b) Conservation Authorities, when requested by the County, shall provide copies of receipts with respect to any disbursement for which the Conservation Authorities claims payment under this Agreement.

1.07 Changes and Alterations and Additional Services

In consultation with the Conservation Authorities the County may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the County necessitates additional staff or services, the Conservation Authorities shall alter the Work Plan and adjust the budget and the County will be responsible for the additional costs as a result of these changes.

1.08 Suspension or Termination

The County may at any time by notice in writing to the Conservation Authorities suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Conservation Authorities shall perform no further Services other than those reasonably necessary to close out their Services. In such an event, the Conservation Authorities shall be entitled to payment for any expenses and disbursements.

1.09 Indemnification

The Conservation Authorities shall indemnify and save harmless the County from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the County, their employees, officers or agents may suffer as a result of the negligence of the Conservation Authority, their employees, officers or agents in the performance of this Agreement.

1.10 Insurance

(a) **Comprehensive General Liability and Automobile Insurance**

The Conservation Authorities shall maintain insurance for the duration of the contract. Coverage shall consist of a comprehensive policy of public liability and property damage insurance acceptable to the County in an amount not less than \$1,000,000.00 and automobile insurance in an amount not less than \$1,000,000.00 for Authority-owned vehicles.

(b) **Change in Coverage**

If the County requests to have the amount of coverage increased or to obtain other special insurance for the Project, then the Conservation Authorities shall endeavor forthwith to obtain such increased or special insurance at the County's expense.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Conservation Authorities until (30) days after written notice of such change or cancellations has been personally delivered to the County.

1.11 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.12 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.13 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Conservation Authorities is subject to the approval or review of an authority, department of government, or agency other than the County, such applications for approval or review shall be the responsibility of the Conservation Authorities, but shall be authorised by the office of the County.

1.14 Inspection

The County, or persons authorised by the County, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.15 Publication

The Conservation Authorities agree to obtain the consent of the County before publishing or issuing any information regarding the Project.

1.16. Reporting Requirements

Following each review committee meeting, the Conservation Authorities shall provide reports to the County showing:

- (a) The Services completed during the reporting period.
- (b) Complete project delivery accounting for the reporting period.

1.17 Federal and Provincial Requirements

The Conservation Authorities shall abide by all applicable Federal and Provincial Legislation and Regulations thereto as these may relate to, but not be limited to, environmental regulations, the employment of staff, compensation, Worker's Compensation, etc.

1.18 Term of Project

This agreement will renew automatically each year following the approval of the budget allocation for the Clean Water Project program by County Council. If there are funds remaining from the previous budget year, the Review Committee may continue to approve new projects. In the event that County Council does not award an allocation to the Clean Water Project, the program shall cease. At such time, any remaining unallocated funds from the previous budget year will be available to pay for grants for approved completed projects. Following the payment of all grants for completed and approved projects, remaining unallocated funds may be used for new projects and Conservation Authority administrative expenses for up to two years.

ARTICLE 2 - SERVICES

Project Outline

Project Guidelines

The Conservation Authorities will prepare Program Guidelines for review and approval by the Clean Water Project Review Committee. The Guidelines will provide details regarding the project structure including: eligible measures, financial incentives for each measure, eligibility criteria, application process, and project implementation/follow-up provisions.

Project Application Packages

The Conservation Authorities will prepare Project Applications for approval by the Clean Water Project Review Committee. This will be for the use of those planning to apply for funds from the Program, and will include details regarding eligibility requirements, eligible measures, and available financial incentives, how to submit an application, application evaluation criteria and process and an application form. The Project Review Committee will be the final arbiter for

landowner appeals. County Council will approve revisions to the Clean Water Project guidelines

Promotion/Marketing Strategy

The Conservation Authorities will prepare a broad promotion and marketing strategy for the project. This strategy will identify some of the main activities required to disseminate information about the program and generate interest in the process. Printed material on the project will be produced.

Monitoring and Evaluation

Project success will be measured primarily by the number of best management practices implemented.

Administrative Services

The Conservation Authorities will provide project delivery implementation, marketing, promotion, landowner contact and assistance in preparation of funding applications, review of applications and recommendations to the Project Review Committee.

The Conservation Authorities will assist with reporting on the Project to County Council.

Project Management

In accordance with Article 1.04, the Conservation Authorities shall employ skilled and competent staff to deliver the project.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

(a) The Project

“The Project” shall mean developing and delivering the Huron Clean Water Project, as described in Article 2.

(b) Conservation Authority Services

“Conservation Authority Services” shall mean the services provided by the Conservation Authorities staff to implement the Project. This will include Conservation Authority staff time, administrative expenses, committee support and project promotion incurred by the Conservation Authorities.

(c) Grants

“Grants” shall include all financial incentives paid to landowners as part of the Project.

3.2 Basis of Payment

- 3.2.1. All invoices to the County of Huron for the Huron Clean Water Project will be submitted by the Maitland Valley Conservation Authority. Ausable Bayfield Conservation Authority will submit invoices to the Maitland Valley Conservation Authority, and be reimbursed by the Maitland Valley Conservation Authority after the Maitland Valley Conservation Authority is reimbursed by the County of Huron.
- 3.2.2. This agreement shall include a budget, updated annually by the Clean Water Project Review Committee, following the approval of the Clean Water Project grant allocation by Huron County Council. The County will reimburse the Conservation Authorities according to the budget attached to this agreement less the per diems paid by the County to committee members and any costs to support the Clean Water Project Review Committee.

3.3 Invoicing and Payment

- 3.3.1 The Conservation Authorities shall submit a report of projects following each Review Committee meeting. The Conservation Authorities may invoice the County on a monthly basis if they wish to do so. Such invoice is to be paid to the Conservation Authorities within 30 days of receipt.

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorised in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED at the County of Huron, this 4th day May, 2016.

NAME: Maitland Valley Conservation Authority
ADDRESS: Box 127, Marietta Street
Wroxeter, Ontario
N0G 2X0




WITNESS



WITNESS



Chairman



Chief Administrative Officer

I/We have authority to bind the Corporation

NAME: Ausable - Bayfield Conservation Authority
ADDRESS: 71108 Morrison Line, R.R. #3
Exeter, Ontario
N0M 1S5

WITNESS

WITNESS



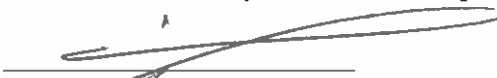
Chairman



Chief Administrative Officer

I/We have authority to bind the Corporation

THE COUNTY OF HURON:



Warden



County Clerk

I/We have authority to bind the Corporation



COUNTY OF HURON

MAY 30 2016

MVCA

BY-LAW NO. 2016-024

**A BY-LAW AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE
AUSABLE-BAYFIELD AND MAITLAND VALLEY CONSERVATION AUTHORITIES**

WHEREAS Section 9 of the Municipal Act, 2001 S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Municipal Act, 2001 S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by By-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the County of Huron intends to deliver the Huron Clean Water Project in the County of Huron;

NOW THEREFORE the Council of the Corporation of the County of Huron enacts as follows:

1. That Council hereby approves the Memorandum of Agreement with the Ausable-Bayfield and Maitland Valley Conservation Authorities.
2. That the agreement is attached hereto as Schedule "A" and forms part of this By-law.
3. That the Warden and the Clerk are hereby authorized to execute the Agreement.
4. That this By-law comes into effect upon the final passing thereof.

READ a first time this 4th day of May 2016.

READ a second time this 4th day of May 2016.

READ a third time this 4th day of May 2016.



Paul Gowing, Warden



Susan Cronin, County Clerk

