

# Cootes to Escarpment EcoPark System 2022-2026 Memorandum of Understanding

## Project Charter

### 2022-2026 Agreement and EcoPark System Secretariat Budget

BETWEEN:

|                                     |     |                              |
|-------------------------------------|-----|------------------------------|
| BRUCE TRAIL CONSERVANCY             | and |                              |
|                                     | and | HAMILTON REGION CONSERVATION |
| CITY OF BURLINGTON                  |     | AUTHORITY                    |
|                                     | and |                              |
| THE REGIONAL MUNICIPALITY OF HALTON |     | HAMILTON NATURALISTS' CLUB   |
|                                     | and |                              |
| THE HALTON REGION CONSERVATION      |     | McMASTER UNIVERSITY          |
| AUTHORITY (Conservation Halton)     | and |                              |
|                                     | and | ROYAL BOTANICAL GARDENS      |
| CITY OF HAMILTON                    |     |                              |

(hereafter referred interchangeably as “partner agencies”, “partner agency” and “alliance” in the Project Charter and “the Parties” or “Party” in the Declaration and Agreement.)

Henceforth, “Memorandum of Understanding” refers to the Project Charter, Agreement and EcoPark System Secretariat Budget. “The Agreement” refers to the roles, responsibilities, contributions, and expectations of the partner agencies.

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## 1. Introduction and Summary

### **Acknowledgement of Indigenous Traditional Territories**

*The participating agencies that make up the Cootes to Escarpment EcoPark System recognize the long history of First Nations and Métis people in the province of Ontario and pay respects to the Mississaugas of the Credit First Nation, the treaty and rights holder to these lands, and the Six Nations of the Grand River Territory. These lands are the traditional territories of the Haudenosaunee, Anishinaabe, and Huron-Wendat Nations.*

The Cootes to Escarpment EcoPark System is a voluntary park alliance in which the participating agencies own and manage their lands individually but collaborate on areas of mutual interest. The idea of a partnership around these natural areas was brought forward in 2006 by the Natural Heritage Planning Committee of the Bay Area Restoration Council. Following extensive background research and consultation a first strategic plan, the Cootes to Escarpment Park System: Conservation Land Management Strategy, was finalized in 2009 and approved in principle by all participating boards and councils in 2010. The participating agencies agreed to establish the EcoPark System as a voluntary collaboration operating under a three-year Memorandum of Understanding in 2013, which was amended and extended for five years in 2016.

Today, the EcoPark System acts as a collaboration among government and not-for-profit agencies that collectively protect nearly 2,200 ha of open space and nature sanctuary between Cootes Paradise Marsh, Hamilton Harbour, and the Niagara Escarpment (Figure 1).

In 2021, a Strategic Plan updating the goals and objectives set out in the 2009 plan was completed with partner, stakeholder and public input. This Strategic Plan sets directions and actions for the EcoPark System partner agencies to achieve by 2030. To achieve these priorities, a Memorandum of Understanding has been developed and consists of two sections: the Project Charter and the Agreement.

The Project Charter is a document outlining the purpose and scope of the Cootes to Escarpment EcoPark System. It is intended to provide context and direction for the alliance. The Agreement establishes how the partners will work together to accomplish the priorities set out in the 2021-2030 Strategic Plan for the period of 2022 to 2026 and identifies the 2022-2026 Expenses and Budget. These two documents are intended to complement the 2021-2030 Strategic Plan by providing a framework in which partners can effectively operate and co-operate to accomplish the EcoPark System goals and objectives.

## 2. Declaration

The Parties to the Memorandum of Understanding:

- Embrace the vision and mission of the Cootes to Escarpment EcoPark System (see section 3.1).
- Agree that the Cootes to Escarpment EcoPark System provides an excellent opportunity to preserve, enhance and study in greater depth the remarkable natural heritage of this region.
- Support in delivering on the strategic priorities, directions and actions listed in the *2021-2030 Cootes to Escarpment EcoPark System Strategic Plan*. Activities may include the Parties leveraging their existing resources to provide greater recreational services to the regional community, more effectively promoting the natural spaces of this region, joining together in protecting and enhancing natural lands, and securing new funding. It is also intended that the Parties will work together to provide access across the entire Cootes to Escarpment EcoPark System for educational and research purposes and working in cooperation to allow and promote the responsible use of the lands comprising the Cootes to Escarpment EcoPark System for such purposes.
- Recognize and continue the collaborative and consensus-based decision-making approach that has been used to develop and realize the Cootes to Escarpment EcoPark System vision;
- Confirm the importance of public and stakeholder participation in the on-going processes to establish the EcoPark System;
- Commit to participate as partners in the Cootes to Escarpment EcoPark System, including participating in the Governing Council and the Management Committee, making financial and in-kind contributions, and participating in Cootes to Escarpment EcoPark System initiatives; and
- Previously entered into a Memorandum of Understanding dated August 29, 2016 pertaining to the Cootes to Escarpment EcoPark System, and wish to continue the EcoPark System program by entering into this Agreement for a term of five years commencing January 1, 2022, to December 31, 2026 by affixing the signatures of authorized representatives below.

## 3. Project Charter

### 3.1 Cootes to Escarpment EcoPark System - Vision and Mission

Our Vision for the Cootes to Escarpment EcoPark System is that it becomes a permanently protected natural lands sanctuary linking Cootes Paradise Marshlands with Hamilton Harbour and the Niagara Escarpment.

Our Mission as partners is to collaborate to preserve and enhance the natural lands we own and steward by using sustainable approaches to protect biodiversity, highlight ecosystem services, and enable responsible human connection to nature.

### 3.2 Cootes to Escarpment EcoPark System - Purpose

An effective alliance of agencies that work collaboratively with stakeholders and the public to identify priorities, facilitate opportunities to preserve and enhance natural areas and support enriching experiences in nature for the public.

### 3.3 Overview - Landscape and People

The Cootes to Escarpment EcoPark System is a unique collaboration of partner agencies, landowners, stakeholders, and the community working together to conserve, protect, and support the natural lands linking Marshlands with Hamilton Harbour and the Niagara Escarpment (Figure 1).

Centered in a complex, biologically diverse, and fragmented landscape of protected lands, open space, urban development, and other uses at the western end of Lake Ontario, the EcoPark System is home to the only remaining unurbanized terrestrial ecological corridor between the Niagara Escarpment and Lake Ontario coastal wetlands. However, it is surrounded by 700,000 residents and is within an hour or two of 8 million other residents of the Greater Golden Horseshoe.

Through land securement, ecological restoration, recovery and remediation, education, research, and outreach with the public and landowners, this collaboration of government and not-for-profit agencies has successfully and voluntarily collaborated to address threats to local natural areas such as habitat fragmentation, invasive species, climate change, water quality impairment, along with other anthropogenic effects within the Cootes to Escarpment EcoPark System.

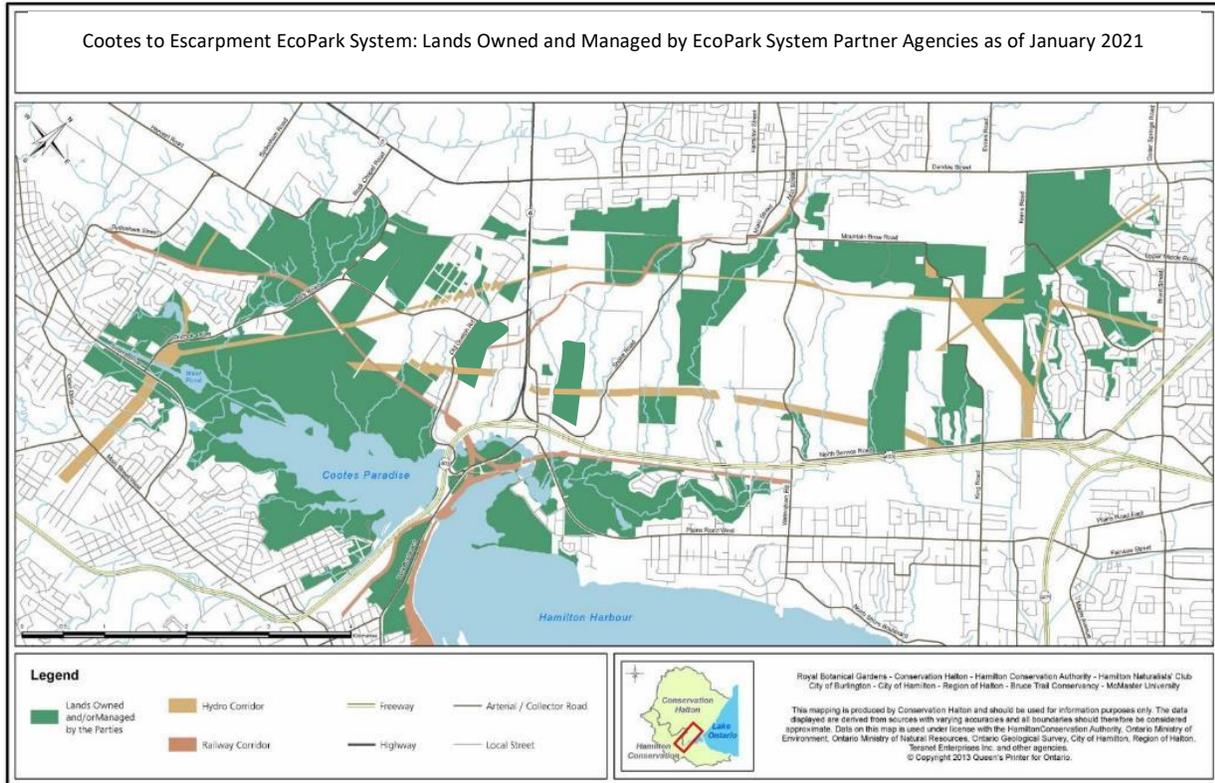


Figure 1: Lands Owned and Managed by Cootes to Escarpment EcoPark System Partner Agencies as of January 2021

### 3.4 Scope - A Collaborative Near-Urban Nature Alliance

The EcoPark System is a collaborative initiative between a collection of interested individuals and organizations working towards a common goal. The representatives from our partner agencies aim to be transparent and seek out contributions of interested individuals from a wider variety of organizations and walks of life to give shape to their vision and mission. To realize the promise of protecting these lands and amplify successes to date, EcoPark System partner agencies prioritize working with landowners, stakeholders, and the community on:

- **Natural Heritage:** To protect, restore and enhance the ecological system by ensuring the health and diversity of species, habitats and natural processes.
- **Recreation:** To provide opportunities for appropriate passive recreation that support active living while maintaining the biological and physical integrity of the lands.
- **Cultural Heritage:** To identify, protect and preserve cultural heritage features for their valuable reflection of the historical use and occupancy of the area.
- **Interpretation:** To provide educational opportunities that promote knowledge, innovation, and discovery, understanding and appreciation of natural and cultural values, environmental sensitivity and significance, and the need for conservation.
- **Management:** To promote responsible stewardship of the lands and engage community involvement in EcoPark System planning and management.

### 3.5 Strategic Alignment – Municipal and Provincial Policy Framework, National and International Recognition

The existing planning policy and regulatory framework related to the Cootes to Escarpment EcoPark System vision in this area includes Provincial Plans, Municipal Master Plans, Zoning Bylaws and Minister's Zoning Order (Parkway Belt Land Use regulation), the *Royal Botanical Gardens Act*, the *Conservation Authorities Act*, and others. Many natural areas in the region are classified through the Niagara Escarpment Parks and Open Space System (NEPOSS) and are required to conform to the Niagara Escarpment Plan. It is not the intent of the EcoPark System to obtain any regulatory powers over the lands of the partner agencies or private landowners.

The Cootes to Escarpment EcoPark System Heritage Lands Management Plans (completed in 2019) note how these policies and regulatory frameworks compliment opportunities within the EcoPark System. The plans will be used as guides for partner agencies to protect the natural system and provide a variety of recreational opportunities on their properties within the Cootes to Escarpment EcoPark System (Figure 1).

As this area continues to attract new residents, greenspace that provides ecosystem services, protects biodiversity, and supports human physical and mental health becomes increasingly important. The role of urban greenspace is also of global importance and has been recognized by the United Nations Sustainable Development Goals (e.g., 3, 11 and 15) on sustainable communities along with the need to support citizen health and wellbeing through sustainable cities (IUCN #NatureForAll).

Canada's federal and provincial governments support the protection of ecosystems, landscapes, and biodiversity. The landmark Canada Nature Fund enables community action including efforts to protect 30% of lands and marine areas by 2030. Increasing focus is being directed to how urbanized areas such as the Greater Toronto-Hamilton Area can help with resilience to climate change and other stressors.

There is an opportunity for the EcoPark System to greatly benefit Canadians and become an internationally renowned success story. Partner agencies are actively seeking special recognition and/or legislation from the governments of Ontario and/or Canada, as appropriate, to designate a specific geographic area as the Cootes to Escarpment EcoPark System or to recognize the significance of the natural and cultural heritage within the Cootes to Escarpment EcoPark System.

## 4. 2022-2026 Agreement

This Agreement defines the responsibilities, roles, contributions and decision-making process, and operating procedure of the EcoPark System partners to advance the vision, mission, and priorities of the alliance.

### 4.1 Context

- i. The Cootes to Escarpment EcoPark System is a collaborative initiative among nine local government, academic and non-government organizations to protect, enhance and connect more than 2,200 hectares of natural lands in the Hamilton-Burlington area. The Parties at present include the Bruce Trail Conservancy, the City of Burlington, Conservation Halton, the Regional Municipality of Halton, the City of Hamilton, the Hamilton Conservation Authority, the Hamilton Naturalists' Club, McMaster University, and Royal Botanical Gardens.

### 4.2 Framework for Joint Decision Making

The Parties agree that:

- i. Notwithstanding any provision of this Agreement:
  - a. The Cootes to Escarpment EcoPark System will inform but not replace or supersede the land management and other responsibilities of the Parties.
  - b. The Cootes to Escarpment EcoPark System will not supersede the legal rights and responsibilities of private and public landowners. Nothing in this Agreement compels the Parties to amend their existing planning policies and regulations governing the lands within, between and proximate to the EcoPark System in order to meet the objectives of this Agreement.
  - c. Each Party will determine how EcoPark System matters and decisions link to its internal organizational and decision-making structure, including consultation with and approvals from its Board or Council.
  - d. Nothing in this Agreement shall be deemed to derogate from the decision-making structure of each Party's organization, and accordingly, the Parties acknowledge that members of the Governing Council and Management Committee may be required to seek approvals from their Board or Council from time-to-time.
  - e. If a decision is made by the Parties which does not have unanimous support, then the dissenting Party(ies) may opt out of the action or subject matter of such decision but otherwise may continue its participation in the Cootes to Escarpment EcoPark System.
- ii. A Governing Council will be established for the Cootes to Escarpment EcoPark System subject to the following:
  - a. The Governing Council will consist of one senior decision-maker or elected official from each of the Parties, or their explicit designates. Each Governing Council member shall be in a position to readily obtain authorization from their home organization, if required, to

- make decisions and commitments on behalf of that organization, including, *inter alia*, decisions with financial, human resource or legal implications.
- b. Subject to Section 4.2i above, the Governing Council will have authority for decisions concerning governance and strategic planning for the Cootes to Escarpment EcoPark System, matters with legal or significant financial implications, and other matters identified by the Governing Council at its discretion.
  - c. Each Party will determine the mechanisms and processes by which Governing Council matters and decisions are taken through its internal organizational and decision-making structure, including its Board or Council.
  - d. Inclusion of a property within the Cootes to Escarpment EcoPark System framework must be approved by both the Party that owns the property in question and the Governing Council. Removal of a property from the Cootes to Escarpment EcoPark System framework is at the sole discretion of the Party owning the property.
- iii. A Management Committee will be established for the Cootes to Escarpment EcoPark System subject to the following:
- a. The Management Committee will consist of one management-level representative from each of the Parties. Each Management Committee member shall be in a position to readily obtain authorization from their home organization, if required, to make operational decisions and commitments on behalf of that organization from time to time.
  - b. Subject to Section 4.2i above, the Management Committee will be responsible for implementation of strategic directions, objectives and activities identified by the Governing Council and decisions taken by the Governing Council.
- iv. A Secretariat will be established for the Cootes to Escarpment EcoPark System subject to the following:
- a. The Secretariat will consist of an EcoPark System Coordinator and other staff as needed and will report to the Chair of the Management Committee.
  - b. The Secretariat will be responsible for undertaking administration and leading and coordinating projects and programs for the Cootes to Escarpment EcoPark System.
  - c. The Secretariat will be guided by the decisions of the Governing Council and Management Committee.

#### 4.3 Roles and Responsibilities of Governing Council, Management Committee, and Secretariat

- i. Together, the Parties' staff will support the Secretariat to inform but not replace or supersede the land management and other responsibilities of its Partners. This also applies to the legal rights and responsibilities of private and public landowners. Each Partner determines how EcoPark System matters and decisions link to its internal organizational and decision-making structure. As such, Governing Council and Management Committee representatives may be required to seek approvals from their Board or Council. Any Partner may opt out of an action or subject matter and continue its participation in the Cootes to Escarpment EcoPark System.

- ii. *Schedule A: Decision Making, Roles and Responsibilities for Cootes to Escarpment EcoPark System Bodies*, which forms part of this Agreement, outlines and establishes the decision making, roles and responsibilities of Governing Council, Management Committee and Secretariat.

#### 4.3.1 Governing Council, Management Committee, and Subcommittee Conduct

- i. Consensus
  - a. Consensus is a core value of Management Committee and Governing Council. To promote consensus, the Chair must work to ensure that Governing Council members consider all views and objections, and endeavor to resolve them, whether these views and objections are expressed by the active participants of the Governing Council or by others (including but not limited to user groups, stakeholders, landowners or the general public).
  - b. The Chair has the role of confirming consensus within the Governing Council. Any dissenting views will be noted in the Chair's report.
  - c. Any member who would like to formally object to a Governing Council decision should articulate the reasons for their objection and propose changes that would remove the objection for consideration.
- ii. Voting
  - a. Management Committee and Governing Council should only conduct a vote to approve or reject a proposition after the Chair has determined that all available means of reaching consensus through discussion and compromise have failed, and that a vote is necessary to break a deadlock. In this case the Chair must record the following in the minutes of the meeting:
    - i. An explanation of the issue being voted on,
    - ii. The decision to conduct a vote to resolve the issue,
    - iii. Each member and their vote,
    - iv. The outcome of the vote,
    - v. Any formal objections
  - b. An exception to this process under section 4.3.1 i and ii a. is the election of Executive Officers of the Governing Council and Management Committee, in which case:
    - i. Each Party represented has one vote, including the Chair, even when the organization is represented by more than one participant at the meeting (such as when Alternates may be present for information purposes).
    - ii. Propositions to be decided by vote will be considered approved if voted for by a simple majority of representatives of present Parties, to be taken as 50% plus one. A vote on a proposition that results in a tie shall be deemed to have rejected the proposition.
  - c. Meetings
    - i. The EcoPark System Secretariat will prepare an annual schedule of regular meetings to be held at times and places agreed to by the members. The Chair may call special meetings to be held at times and places as may be determined

- by Management Committee and Governing Council. Members may attend meetings via teleconference.
- ii. Minutes of meetings shall record decisions made, factors considered, and information presented during the meeting. They will also include action items as a reminder to members. Minutes of previous meetings shall be approved as part of the agenda.
  - iii. The Chair may invite an individual or individuals with a particular expertise or interest to attend a meeting on an exceptional basis. Such persons will be deemed guests and will not have voting rights.
- d. Quorum
- i. A quorum shall consist of a simple majority (50% plus one) of Parties being present in person, by teleconference, by videoconference or by proxy at a meeting. If the quorum is not present for any meeting of within 15 minutes of the time fixed for the commencement of the meeting, the meeting will be cancelled and rescheduled. If a quorum is not present at a meeting in progress, then no decisions can be made by the Management Committee or Governing Council during that part of the meeting conducted without quorum present. Matters of information may be received during parts of the meeting conducted without quorum present and issues forwarded to a subsequent meeting for decisions.
- e. Declaration of Interest
- i. At the beginning of every meeting, Parties must declare any conflicts of interest, real or potential, that they have with items for discussion at the meeting. The Chair will determine whether a party with a conflict of interest must recuse themselves from discussion of the item in question, or decision-making with respect to that item.
- f. Confidentiality
- i. All Parties acknowledge that while participating in the meetings, each may have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other Parties. Confidential Information disclosed by any of the Parties to any other Party, if in written form, shall be marked or identified as confidential at the time of disclosure. If the confidential information is in oral or visual form, it shall be identified as confidential at the time of disclosure and shall subsequently be designated as such by way of a written memorandum sent to the recipient of the confidential information within 30 days following the disclosure.
  - ii. Each Party receiving confidential information shall not disclose the confidential information to any third party or use the confidential information for any purpose other than for fulfilling its obligations under these this Agreement. Each Party shall use at least the same standard of care in protecting the confidential information of other Parties as it uses in protecting its own information of a similar nature but, in any event, no less than a reasonable standard of care. The

receiving Party may disclose the confidential information only to its employees, directors, officers, agents, students and consultants who have a need to know the confidential information for the purpose of fulfilling the Party's obligations under these The Agreement, and who are bound by substantially the same obligations as the Party with respect to the confidential information.

- g. Subcommittees
  - i. The Management Committee may choose to establish subcommittees for particular purposes. Sub-committees shall include at least one Management Committee member, and may include other staff of the Parties, stakeholders, or community members with appropriate expertise and interest to participate. A sub-committee should develop a Terms of Reference that clearly identifies the objectives and deliverables and expected duration before being established. The Terms of Reference for any subcommittee is to be approved by Management Committee. Dissolution of Subcommittees may occur at any time should the Governing Council or Management Committee consider dissolution to be appropriate.
- h. Governing Council, Management Committee and Subcommittee Records
  - i. Staff from the Secretariat Office will co-ordinate and retain meeting records including Agendas, Minutes, Annual Reports and Work Plans.
- i. Public Communications from Governing Council or Management Committee
  - i. When appearing before the public on behalf of the Governing Council or Management Committee, Members shall present an official position on a particular matter. This does not apply when Members appears before the public and clearly indicates that they are appearing on behalf of another organization or as a citizen-at-large and not in their capacity as a member of the Governing Council.
  - ii. Only statements, positions or opinions that have been authorized by the Governing Council through specific direction shall be released publicly as the Governing Council's positions.
  - iii. Only statements, positions or opinions that have been authorized by the Management Committee through specific direction shall be released publicly as the Management Committee's positions.
  - iv. Governing Council or Management Committee shall not declare that its position is the official position of a Partner's Board/Council unless there is specific authorization in place from that respective Partner's Board/Council to do so.

#### 4.3.2. Adding Partners and Termination

- i. Governing Council may invite any additional government body or not-for-profit organization that agrees to the shared principles expressed in Section 2 of 2022-2026 Memorandum of Understanding to join the alliance as a Partner agency. Approval is subject to consensus of Governing Council Parties and the potentials partner's ability to contribute to the funding of the

Secretariat as specified below in Section 4.3.3 and in *Schedule B: 2022-2026 Expenses and Budget* of this agreement.

- ii. Partners can terminate their involvement in this Agreement with 90 days' notice submitted in writing to the Governing Council. An organization that becomes insolvent and/or ceases operations will no longer be a part of this Agreement, with immediate effect.
- iii. This Agreement will be terminated upon the written request of at least two thirds of the Parties. Unless otherwise specified, the termination will take effect 90 days from the date of the request. The termination of this Agreement will not affect any other agreements or obligations entered by any of the EcoPark System partners which are separate and apart from the subject matter of this Agreement or are meant to survive the termination of this Agreement.

#### 4.3.3 Contributions

- i. Partner agencies agree to provide financial and in-kind resources needed to implement the Cootes to Escarpment EcoPark System Strategic Plan Priorities and approved initiatives, and to commit:
  - a. The time and expertise of their staff as well as other in-kind resources as needed, with such commitment to be determined by each Party at its sole discretion; and
  - b. Providing funding as defined in *Schedule B: 2022-2026 Expenses and Budget* to this Agreement, until the conclusion of the Agreement period or until Schedule B is amended or replaced by a decision of the Governing Council.
- ii. Financial contributions related to the Cootes to Escarpment EcoPark System will be held in trust by the Royal Botanical Gardens on behalf of the Parties. The funds will be managed by the EcoPark System Secretariat subject to the policies and procedures of Royal Botanical Gardens.
- iii. Grant applications can be completed and submitted by one or more partner agency for the purpose of obtaining further funds to support the Cootes to Escarpment EcoPark System. If the application is successful, the funds will be managed and spent in accordance with the terms of the grant.
- iv. Donations of land or any other contributions may be made to the Cootes to Escarpment EcoPark System. Such contributions will be considered, held, managed and applied in accordance with the terms of the donation and the accepting agency's policies and procedures.

#### 4.3.4 Annual Work Plan, Report, and Report Card

- i. Work plans will be prepared by the Management Committee and EcoPark System Secretariat to achieve the vision, mission and objectives articulated in the 2021-2030 Cootes to Escarpment EcoPark System Strategic Plan.
- ii. With input from Management Committee, the EcoPark System Secretariat will produce an Annual Report and Report Card for each calendar year, for approval first by the Management Committee and second by the Governing Council. Both will be developed so that approval by both bodies is obtained before the end of March the following year.

- iii. The Annual Report will contain, *inter alia*, information on progress achieved for each of the Cootes to Escarpment EcoPark System objectives, specific projects and programs, particular achievements and highlights, and outreach and events. An Annual Report Card will monitor progress on 2021-2030 Strategic Plan Strategic Priority Action Items.
- iv. Annual Reports will be publicly available. Report Cards will only be used for internal planning.
- v. The Secretariat, with the support of the Implementing Partner (Royal Botanical Gardens), will produce detailed reports on income and expenditures which will be made available to Management Committee as the committee directs, with no fewer than two full reports per year. A summary of income and expenditures will be provided to Governing Council at each of its meetings.

#### 4.3.5 Review

- i. The work of the Secretariat of the Cootes to Escarpment EcoPark System and its programs will be evaluated by Governing Council through Annual Reports and Report Cards specified in Section 4.3.4 of the Agreement.

#### 4.3.6 Amendment and Schedules

- i. This Agreement and Schedules may be amended. Amendments and approvals must be in writing signed by all the Parties. In the event of a conflict between the provisions of this Agreement and the Schedules attached hereto, the provisions of this Agreement will prevail and be given effect.

#### 4.3.7 Term

- i. This Agreement will be in effect for a period of five years from January 1, 2022 to December 31, 2026 unless terminated earlier. This Agreement may be renewed for an additional five-year term, or other period, with the written agreement of the Parties.

#### 4.3.8 Fiscal and Operating Years

- i. For the purposes of planning and reporting to the governing bodies, a fiscal year for the Secretariat will be the 1<sup>st</sup> of January to the 31<sup>st</sup> of December. For audit purposes, all financial records will be kept, and reports prepared to coincide with the January to December Fiscal year of Royal Botanical Gardens.
- ii. For the purposes of Governing Council and Management Committee meetings, "years" will coincide with the January to December period.

#### 4.3.9 Insurance

- i. The Parties acknowledge that some of the Parties are self-insured. In any event, and at all times, the Parties, with the exception of the Hamilton Naturalists' Club, shall ensure and maintain sufficient insurance coverage for general commercial liability in the amount not less than \$5,000,000 per occurrence. The Hamilton Naturalists' Club shall ensure and maintain sufficient insurance coverage for general commercial liability in the amount not less than \$2,000,000 per occurrence. Each Party will provide a copy of its current insurance certificate to be kept on file by the Secretariat.

#### 4.3.10 Privacy and Confidentiality

- I. The Parties acknowledge that during the term of this Agreement, each may have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other Parties and/or third parties. Confidential Information disclosed by any of the Parties to any other Party, if in written form, shall be marked or identified as confidential at the time of disclosure. If the confidential information is in oral or visual form, it shall be identified as confidential at the time of disclosure and shall be subsequently designated as such by way of a written memorandum sent to the recipient of the confidential information within 30 days following the disclosure.

Each Party receiving confidential information shall not disclose the confidential information to any third party or use the confidential information for any purpose other than for fulfilling its obligations under this Agreement. Each Party shall use at least the same standard of care in protecting the confidential information of other Parties as it uses in protecting its own information of a similar nature but, in any event, no less than a reasonable standard of care. The receiving Party may disclose the confidential information only to its employees, directors, officers, agents, students and consultants who have a need to know the confidential information for the purpose of fulfilling the Party's obligations under this Agreement, and who are bound by substantially the same obligations as the Party with respect to the confidential information.

- II. Confidential information will not be disclosed to any third party or used for any purpose other than for fulfilling its obligations under this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, it is acknowledged that some agencies are subject to privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), and accordingly, any information which is collected by those agencies is subject to the rights and safeguards, and disclosure obligations as provided for in relevant privacy legislation.

#### 4.3.11 Limitation

- i. Nothing in this Agreement shall oblige the Parties to participate in any other agreement. This Agreement does not supersede any other agreement or relationship any of the Parties may have with any others.

## 5. Signatures

IN WITNESS WHEREOF the Parties have signed this Agreement with an effective date January 1, 2022.

THE BRUCE TRAIL CONSERVANCY

Per \_\_\_\_\_  
Michael McDonald  
Chief Executive Officer

\_\_\_\_\_  
Date

THE CORPORATION OF THE CITY OF BURLINGTON

Per \_\_\_\_\_  
Allan Magi  
Executive Director,  
Environment, Infrastructure & Community Services

\_\_\_\_\_  
Date

THE REGIONAL MUNICIPALITY OF HALTON

Per \_\_\_\_\_  
Curt Benson  
Director of Planning Services and Chief Planning Official

\_\_\_\_\_  
Date

THE HALTON REGION CONSERVATION AUTHORITY

Per \_\_\_\_\_  
Hassaan Basit,  
President and Chief Executive Officer

\_\_\_\_\_  
Date

THE CITY OF HAMILTON

Per \_\_\_\_\_  
Janette Smith  
City Manager

\_\_\_\_\_  
Date

HAMILTON REGION CONSERVATION AUTHORITY

Per \_\_\_\_\_  
Lisa Burnside  
Chief Administrative Officer

\_\_\_\_\_  
Date

HAMILTON NATURALISTS' CLUB

Per \_\_\_\_\_  
Chris Motherwell  
President

\_\_\_\_\_  
Date

McMASTER UNIVERSITY

Per \_\_\_\_\_  
David Farrar  
President and Vice-Chancellor

\_\_\_\_\_  
Date

ROYAL BOTANICAL GARDENS

Per \_\_\_\_\_  
Nancy Rowland  
Chief Executive Officer

\_\_\_\_\_  
Date

## Schedule A: Decision Making, Roles and Responsibilities for Cootes to Escarpment EcoPark System Bodies

|  | Decision Making   | Roles  | Responsibilities  |
|--|---|--|---|
| <b>Governing Council</b>   |   |  |   |
| <p><i>The Governing Council provides leadership for implementing the Cootes to Escarpment EcoPark System and related initiatives. It has authority for decisions concerning governance and strategic planning, matters with legal and significant financial implications, and any other matters identified by the Governing Council at its discretion.</i></p> | <p>One senior decision-maker or elected official from each EcoPark System Partner agency, or their explicit designates assigned in writing.</p> <p>Each Governing Council member shall be able to readily obtain authorization from their home organization, if required, to make decisions and commitments on behalf of that organization, including, <i>inter alia</i>, decisions with financial, human resource or legal implications.</p> <p>Governing Council will have authority for decisions concerning governance and strategic planning for the Cootes to Escarpment EcoPark System, matters with legal or significant financial implications, and other matters identified by the Governing Council at its discretion.</p> | <p>Executive Member (Chair and Vice Chair)</p> | <p>Manage meeting questions of order, decorum and adjournment.</p> <p>Receive, submit and announce votes for all motions. Decline any vote motions which are beyond the jurisdiction of the Council.</p> <p>Perform other duties when directed by Council.</p>                            |
|  |   |  | <p>General Member</p> <p>Provide guidance to Management Committee and the Secretariat.</p> <p>Attend and actively participate in all meetings.</p> <p>Ensure the requirements of stakeholders are met.</p> <p>Review the progress of EcoPark System Secretariat coordinated projects.</p> |
| <b>Management Committee</b>  |   |  |   |
| <p><i>The Management Committee provides tactical leadership for implementing the Cootes to Escarpment EcoPark System and related initiatives and for implementing the strategic direction and decisions determined by the Governing Council. It has authority for</i></p>  | <p>One management-level representative from each partner agency.</p> <p>Each Management Committee member shall be able to readily obtain authorization from their home organization, if required, to make operational decisions and commitments on behalf of that organization from time to time.</p>   | <p>Executive Member (Chair and Vice Chair)</p> | <p>Manage meeting questions of order, decorum and adjournment.</p> <p>Perform other duties when directed by Council.</p>  |
|  |   |  | <p>General Member</p> <p>Provide support to Governing Council and the Secretariat.</p>  |

|  |  |  |  |
|--|--|--|--|
| <p><i>decisions concerning specific projects and initiatives, except for matters with significant legal and financial implications, in which case they will be referred to the Governing Council.</i></p> <p><i>The Management Committee provides direction to Cootes to Escarpment EcoPark System staff including the EcoPark System Coordinator.</i></p> |  |  | <p>Attend and actively participate in all meetings.</p> <p>Ensure the requirements of stakeholders are met.</p> <p>Review the progress of EcoPark System Secretariat coordinated projects.</p>   |
| <b>Secretariat</b>   |  |  |  |
| <p><i>The Secretariat acts as the administrative and coordinating lead for the Cootes to Escarpment EcoPark System project and programs.</i></p>   | <p>The Secretariat will consist of an EcoPark System Coordinator and other staff as needed and will report to the Chair of the Management Committee.</p> <p>Guided by the decisions of the Governing Council and Management Committee.</p> | <p>Cootes to Escarpment EcoPark System Coordinator</p> | <p>Prepare and coordinate Governing Council and Management Committee meetings and related material.</p> <p>Prepare and coordinate Subcommittee meetings and related material.</p> <p>Manage opportunities for stakeholder and public engagement with the program.</p> <p>Facilitate discussion and collaborative opportunities between EcoPark System partner agency staff.</p> <p>Communicate programming to the public and stakeholders.</p> <p>Coordinate programming and research.</p> <p>Prepare detailed accounting of revenue and expenditures quarterly.</p> |

## Schedule B: 2022-2026 Expenses and Budget

Approximately \$8,500,000 has been invested in protecting, connecting and restoring natural lands in the Cootes to Escarpment EcoPark System since 2010. These funds have gone to 100 ha of additional land securement, ecological restoration, invasive species remediation and recovery of species at risk, promoting sustainable recreational uses, education and research, and private land stewardship and public engagement.

To support the alliance between 2022-2026, the Cootes to Escarpment EcoPark System is requesting financial contributions from partner agencies over five years (Table 1). These funds will support the Secretariat in implementing the Directions and Action Items identified in the 2021-2030 Cootes to Escarpment EcoPark System Strategic Plan, and in implementing the directions of Management Committee and Governing Council (Table 2).

Grants and other outside sources of funding will be sought to support programming and land securement.

Table 1. 2022-2026 Partner Financial Contributions

Partners with annual operating budgets under \$5,000,000 shall contribute the amount of \$1,138 beginning in 2022, with 2% inflation added each year until 2026.

Partners with annual operating budgets of \$5,000,000 per year or more shall contribute the amount of \$15,937 in 2022, with 2% inflation added each year until 2026.

| 2022-2026 EcoPark System Partner Contributions |                  |                  |                  |                  |                  |                  |
|--|------------------|------------------|------------------|------------------|------------------|------------------|
|  | 2022             | 2023             | 2024             | 2025             | 2026             | Total            |
| Bruce Trail Conservancy                        | \$ 1,138         | \$ 1,161         | \$ 1,184         | \$ 1,208         | \$ 1,232         | \$ 5,923         |
| City of Burlington                             | \$ 15,937        | \$ 16,256        | \$ 16,581        | \$ 16,912        | \$ 17,251        | \$ 82,937        |
| City of Hamilton                               | \$ 15,937        | \$ 16,256        | \$ 16,581        | \$ 16,912        | \$ 17,251        | \$ 82,937        |
| Conservation Halton                            | \$ 15,937        | \$ 16,256        | \$ 16,581        | \$ 16,912        | \$ 17,251        | \$ 82,937        |
| Halton Region                                  | \$ 15,937        | \$ 16,256        | \$ 16,581        | \$ 16,912        | \$ 17,251        | \$ 82,937        |
| Hamilton Conservation Authority                | \$ 15,937        | \$ 16,256        | \$ 16,581        | \$ 16,912        | \$ 17,251        | \$ 82,937        |
| Hamilton Naturalists' Club                     | \$ 1,138         | \$ 1,161         | \$ 1,184         | \$ 1,208         | \$ 1,232         | \$ 5,923         |
| McMaster University                            | \$ 15,937        | \$ 16,256        | \$ 16,581        | \$ 16,912        | \$ 17,251        | \$ 82,937        |
| Royal Botanical Gardens                        | \$ 15,937        | \$ 16,256        | \$ 16,581        | \$ 16,912        | \$ 17,251        | \$ 82,937        |
| <b>TOTAL CONTRIBUTIONS</b>                     | <b>\$113,834</b> | <b>\$116,111</b> | <b>\$118,433</b> | <b>\$120,802</b> | <b>\$123,218</b> | <b>\$592,406</b> |

Table 2. 2022-2026 EcoPark System Secretariat Budget

Expenditure of the Secretariat support provided by Partner agencies (Table 1) is under the control of Management Committee, with the assistance of Royal Botanical Gardens as Implementing Partner providing financial services and controls. Expenditures made on behalf of the EcoPark System Secretariat by Royal Botanical Gardens shall conform to the oversight and financial controls in place for RBG. As expenses change each year depending on programs being undertaken, the budget presented here is for illustrative purposes only.

| 2022-2026 EcoPark System Secretariat Budget |  |                   |                   |                   |                   |                   |                   |
|---|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|   |  | 2022              | 2023              | 2024              | 2025              | 2026              | Total             |
| <b>Human Resources</b>                      |  |                   |                   |                   |                   |                   |                   |
| Secretariat Staff Salaries and Benefits     | Cootes to Escarpment EcoPark System Coordinator Salary   | \$ 72,450         | \$ 73,899         | \$ 75,377         | \$ 76,885         | \$ 78,422         | \$ 377,033        |
|   | MERCs (17.72% of salary)   | \$ 12,050         | \$ 12,291         | \$ 12,536         | \$ 12,787         | \$ 13,043         | \$ 62,707         |
| <b>Human Resources Subtotal</b>             |  | <b>\$ 84,500</b>  | <b>\$ 86,190</b>  | <b>\$ 87,914</b>  | <b>\$ 89,672</b>  | <b>\$ 91,466</b>  | <b>\$ 439,741</b> |
| <b>Operating Expenses</b>                   |  |                   |                   |                   |                   |                   |                   |
| Communications                              | Web hosting, domain renewal, CMS management  | \$ 801            | \$ 817            | \$ 833            | \$ 849            | \$ 866            | \$ 4,166          |
| Meeting and Travel Expenses                 | Support for costs representation at conferences and forums, our own meetings and like-minded groups. | \$ 3,500          | \$ 3,570          | \$ 3,641          | \$ 3,714          | \$ 3,789          | \$ 18,214         |
| Contract Services                           | Support for Stewardship, Land Securement Services, Research, Trail Management and other services     | \$ 20,000         | \$ 20,400         | \$ 20,808         | \$ 21,224         | \$ 21,649         | \$ 104,081        |
| Community Engagement                        | Support for community outreach had minor events (BioBlitz, etc.).                                    | \$ 2,000          | \$ 2,040          | \$ 2,081          | \$ 2,123          | \$ 2,165          | \$ 10,409         |
| Finance and Administration                  | RBG Overhead Payment   | \$ 3,035          | \$ 3,095          | \$ 3,158          | \$ 3,221          | \$ 3,285          | \$ 15,792         |
| <b>Operating Expenses Subtotal</b>          |  | <b>\$ 29,336</b>  | <b>\$ 29,922</b>  | <b>\$ 30,521</b>  | <b>\$ 31,131</b>  | <b>\$ 31,754</b>  | <b>\$ 152,664</b> |
| <b>TOTAL EXPENSES</b>                       |  | <b>\$ 113,836</b> | <b>\$ 116,112</b> | <b>\$ 118,435</b> | <b>\$ 120,803</b> | <b>\$ 123,218</b> | <b>\$ 592,406</b> |