



Committee Report

To:	Warden Hicks and Members of Grey County Council
Committee Date:	November 28, 2019
Subject / Report No:	PDR-CW-45-19
Title:	Grey Sauble Conservation Authority Contract Renewal for Continued Forest and Trail Management and By-law Enforcement
Prepared by:	Randy Scherzer
Reviewed by:	Kim Wingrove
Lower Tier(s) Affected:	All Municipalities
Status:	Recommendation adopted by Committee as presented per Resolution CW228-19; Endorsed by County Council December 12, 2019 per Resolution CC08-20;

Recommendation

1. That Report PDR-CW-45-19 be received which provides an overview of the current contract agreements with Grey Sauble Conservation Authority (GSCA) for managing the County Forests, general maintenance and risk management of County owned trails, and for providing By-law Enforcement of the County's Forest Management By-law; and
2. That based on the current contract agreements expiring on December 31, 2019 it is recommended that the contract with Grey Sauble Conservation Authority be renewed in accordance with the revised draft agreements as attached to this Report and that the contract be renewed for five years to December 31, 2024 with the option to renew on a year-by-year basis thereafter; and
3. That the GSCA agreements continue as per 4.3 f) of the Purchasing Policy stating that a single source procurement may take place when competitive procurement may be found to be impractical; and
4. That staff be authorized to finalize the wording of the agreement; and
5. That a By-law authorizing the execution of the finalized agreements be prepared for Council's consideration.

Executive Summary

Grey Sauble Conservation Authority (GSCA) has been managing the County Forests and enforcing the Forest Management By-law since February 2005. In 2007, GSCA also took on

the management of the CP Rail Trail which includes risk management and general maintenance. The relationship that the County has had with the staff from GSCA has been successful and has worked well for both sides over the past 14 years. The current agreements with GSCA are set to expire on December 31, 2019. It is recommended that the County renew the contract with GSCA to December 31, 2024 (with the option to renew) in accordance with the revised agreements as attached to this Report with potential revisions being made to the agreements prior to Council's approval.

Background and Discussion

In February 2005, the County entered into a contract agreement with Grey Sauble Conservation Authority (GSCA) to manage the County Forests and the trails within the County Forests as well as to enforce the County's Forest Management By-Law. In 2007, GSCA also took on the day to day management of the CP Rail Trail relating to risk management and general maintenance. The relationship that the County has had with staff from GSCA has been successful and has worked well for both sides over the past 14 years. GSCA is quick to respond to matters that arise, which has resulted in a great working relationship with County staff and a positive relationship with the public.

There are two current contract agreements with GSCA being the Forest and Recreational Management Agreement and the Forest Management Agreement (By-law Enforcement). The agreements are currently set to expire on December 31, 2019. Revised draft agreements have been prepared in consultation with Legal and Agreement staff and in consultation with Grey Sauble Conservation Authority. County staff and Grey Sauble staff are still putting together the final touches to the agreements and therefore the agreements could be revised prior to Council's approval.

The GSCA Board has authorized GSCA staff to enter into an agreement with the County to continue to provide these services.

It is recommended that the County renew the contract with GSCA in accordance with the draft revised agreements as attached to this Report (with potential revisions being made prior to Council's approval) and that the contract renewal be for a period of 5 years to December 31, 2024 with the option to renew after that date.

Legal and Legislated Requirements

Municipal Act

Forest Management By-law 4341-06, as amended

Financial and Resource Implications

The contract agreements would be extended based on the current terms and conditions outlined in the two agreements with some potential revisions being made prior to Council's approval (see links to draft agreements below). The current contract costs for managing the County Forests, the County Trails and enforcing the Forest Management By-law is approximately \$170,000. Based on the current relationship with GSCA, it is recommended that this contract continue as per 4.3(f) of the County Purchasing Policy stating that a single source procurement may take place when competitive procurement may be found to be impractical.

Relevant Consultation

- Internal (Planning, Clerks, Legal Staff, Agreement Staff, Finance Staff, CAO)
- External (Grey Sauble Conservation Authority)

Appendices and Attachments

[Current Forest and Recreation Management Agreement](#)
[Current Forest Management Agreement - By-law Enforcement](#)
[Forest Management By-law 4341-06, as amended](#)

Draft Forest Management Agreement – By-law Enforcement (Attached)

Draft Forest and Recreation Management Agreement (Attached)

Forest Management Agreement

By-Law Enforcement

THIS AGREEMENT is made this _____ day of December, 2019.

BETWEEN

THE CORPORATION OF THE COUNTY OF GREY

(hereinafter referred to as the "County")

- and –

GREY SAUBLE CONSERVATION AUTHORITY

(hereinafter referred to as "Grey Sauble")

WHEREAS Section 135(2) of the *Municipal Act, 2001*, authorizes upper tier municipalities to pass by-laws prohibiting or regulating the destruction or injury of trees in woodlands;

AND WHEREAS the County has adopted By-Law No. 4341-06 as amended by By-Law 4734-11, being the County's Forest Management By-Law;

AND WHEREAS the County wishes to retain Grey Sauble to enforce the provisions of By-Law No. 4341-06 and any successors or amendments thereto;

NOW THEREFORE the County and Grey Sauble hereby agree as follows:

1.0 Definitions

In this Agreement:

- 1.1 "Agreement" means this Agreement and all attached schedules, including all future written amendments to the Agreement and all renewals of this Agreement.
- 1.2 "Marking Services" means tree marking services involving the careful selection of trees to harvest.

2.0 Enforcement

- 2.1 The enforcement of By-Law No. 4341-06, as may be amended from time to time, and any successor by-laws and amendments thereto (being, collectively, the "Forest Management By-Law") is hereby delegated to Grey Sauble for enforcement for a five (5) year period commencing December 31, 2019 (the "Initial Term") unless terminated earlier as hereinafter provided. During the Initial Term, this Agreement may be terminated by either party by giving one (1) years advance written notice to the other party.
- 2.2 After the end of the Initial Term, this agreement shall automatically renew annually for each year thereafter (each such year being a "Renewal Term", and the Initial Term

together with all Renewal Terms being the “Term”). During any Renewal Term, this Agreement may be terminated by either party giving six (6) months advance written notice to the other party. For greater certainty, when one party has given notice to terminate during a Renewal Term, and that notice is not effective until a subsequent Renewal Term, the Agreement shall continue to renew until such time as that notice is effective to terminate the Agreement.

2.3 This enforcement shall include all facets of by-law enforcement including, but not be limited to:

- a) consulting with County forestry staff on enforcement matters generally;
- b) carrying out field inspections; issuing certificates of offence, issuing summonses, issuing stop work orders, issuing work orders, applying for and executing search warrants, and laying information, all pursuant to the Provincial Offences Act;
- c) delivery and service of all documents necessary to carry out such enforcement pursuant to the Provincial Offences Act; and
- d) coordination and consultation with County prosecution staff in respect of all proceedings initiated in respect of enforcement.

2.4 The County shall designate by by-law, and in consultation with Grey Sauble, one or more employees of Grey Sauble as officers for the purpose of enforcing Section 135 of the Municipal Act, 2001 and the Forest Management By-law.

2.5 Grey Sauble acknowledges that the delegation of enforcement of the Forest Management By-law provided for in Section 2.1 above is not an exclusive delegation, and that the County may continue to exercise its authority to enforce the Forest Management By-law independently of Grey Sauble.

3.0 By-Law and Policy Updates

3.1 Grey Sauble will assist the County with any updates to the Forest Management By-Law or other relevant policy documents occurring during the term of this agreement.

4.0 Conflicts

4.1 Grey Sauble hereby agrees that it will not provide Marking Services for private properties within the County of Grey while this Agreement is in effect.

5.0 Financial

5.1 Subject to the provisions of this Article 4.0, all costs incurred by Grey Sauble in the enforcement of the Forest Management By-Law shall be borne by the County.

5.2 Grey Sauble staff time shall generally be provided on a fee for service basis. The hourly rates of staff and estimated time requirement shall be specified in the annual budget.

- 5.3 Material costs are to be based on actual expenditures and supported by suppliers' invoices and other relevant supporting documentation. The County has the right to review all supporting documentation upon request.
- 5.4 Grey Sauble shall invoice the County for services under this Agreement quarterly within the County's fiscal year and the County shall pay each invoice within 30 days of receipt. In each of the first three quarters of each fiscal year of the County, Grey Sauble may invoice the County for an amount proportional to one quarter of the work it expects to performed for the County under this Agreement in that fiscal year, provided that its invoice for the final quarter of that fiscal year shall contain all adjustments necessary to provide that the total of all amounts invoiced to the County for that fiscal year represent the actual work performed by it for the County in that year. In the event that such invoice for the final fiscal year results in a net balance payable by Grey Sauble to the County, such amount shall be payable by Grey Sauble to Grey County on the last day of that fiscal year.
- 5.5 In the event of dispute with respect to charges, the respective employees of the parties shall diligently work to resolve the dispute provided that in the event that they are unable or unwilling to agree within 30 days, the matter shall be referred to the Parties' respective Chief Administrative Officers who shall resolve the matter within 30 days failing which it shall be referred to binding arbitration. The arbitrator shall be jointly selected and, subject to the provisions of section 5.6 below, the arbitrator so appointed shall determine the procedure and rules for the arbitration.
- 5.6 With respect to the arbitration process described in section 5.5:
- a) the location for any mediation or arbitration conducted pursuant to this Article 15 will be at a location within the County of Grey to be determined by the County;
 - b) the arbitration shall be conducted in the English language; and
 - c) the parties may appeal the decision of the arbitrator to the court on a question of mixed fact and law, but only with leave of the court granted in accordance with the provisions of section 45(1) of the Arbitration Act.
- 5.7 Grey Sauble shall provide the County by August 1st each year a [preliminary](#) budget outlining revenues and expenditures for the upcoming fiscal year of the County. This budget shall be subject to review and approval by the County. Until the budget for the fiscal year is approved, Grey Sauble shall not carry out any activities under this Agreement for which the County shall be invoiced except with the written approval of the County.

6.0 Health & Safety, WSIB

- 6.1 Grey Sauble is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. If requested, Grey Sauble shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

- 6.2 Grey Sauble shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act, (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

7.0 Insurance

- 7.1 Grey Sauble shall, at its own expense, obtain and keep in force during the Term of this Agreement, insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
- a) Commercial General Liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000);
 - i. inclusion of the County as an Additional Insured with respect to the operations of the named insured;
 - ii. cross liability and severability of Interest clauses;
 - iii. non-owned automobile coverage with a limit of at least Five Million Dollars (\$5,000,000) including contractual non-owned coverage;
 - iv. products and completed operation coverage with an aggregate limit of not less than Five Million Dollars (\$5,000,000);
 - v. policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
 - b) Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement;
 - c) Errors and Omissions Insurance in an amount of not less than \$2,000,000; and
 - d) Insurance for negligent investigation and malicious prosecution in an amount of not less than Five Million Dollars (\$5,000,000).

The policy is to be renewed for three years after contract termination.

- 7.2 Grey Sauble shall provide the County with certificates of insurance for each policy period throughout the term of this Agreement, evidencing the compliance with all requirements prior to commencement of work under this Agreement. Such certificate shall include a provision that the coverage shall be primary and shall not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the County.
- 7.3 A thirty-day written notice of cancellation, termination or material change in coverage shall be provided to the County by Grey Sauble or its insurer.

8.0 Indemnification

- 8.1 Each of the County and Grey Sauble shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses

(including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of:

- a) any breach, violation or non-performance by the other party of any covenant, term or provision of this Agreement,
- b) any instance of negligent investigation or malicious prosecution for which the party so indemnifying or any of those persons for whom it is in law responsible; and
- c) any damage, injury or death occasioned to or suffered by any person or persons, or by any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying carried out in respect of the matters contemplated by this Agreement or any of those persons for whom it is in law responsible.

8.2 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the matters contemplated by this Agreement.

9.0 Waiver

9.1 No condoning, excusing or overlooking by either party of any default, breach or non-observance by the other at any time or times in respect of any covenant, obligation or agreement under this Agreement shall operate as a waiver of such party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the County or Grey Sauble herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the County or Grey Sauble save only an express waiver in writing.

10.0 Assignment

10.1 Grey Sauble shall not assign this Agreement without the prior written consent of the County.

11.0 Successors and Assigns

11.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

12.0 Standard for Performance

12.1 The parties acknowledge that the County, in selecting Grey Sauble to perform the services hereunder, is relying upon Grey Sauble's reputation for excellence in the performance of such services. Grey Sauble shall devote such time to performance of its duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties.

13.0 Notice

- 13.1 Any notices required must be in writing and delivered to the following addresses between 9:00 AM and 4:30 PM Monday to Friday.

For Grey Sauble:

Chief Administrative Officer
Grey Sauble Conservation Authority
237897 Inglis Falls Road, RR. 4
Owen Sound, ON N4K 5N6
Fax Number: 519-371-0437
Email: t.lanthier@greysauble.on.ca

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

- 13.2 Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed received. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Hand delivered notices will be considered received on the business day of delivery.

14.0 Entire Agreement

- 14.1 This Agreement constitutes the entire agreement between the parties concerning the delegation of enforcement of the Forest Management By-law, and may only be amended or supplemented by an Agreement in writing signed by both parties.

15.0 Independent Contractor

- 15.1 The services defined in this Agreement shall be performed by Grey Sauble as an independent contractor at arm's length from, and not as an employee of, the County.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE COUNTY OF GREY

Warden: Selwyn Hicks

Clerk: Heather Morrison

GREY SAUBLE CONSERVATION AUTHORITY

Chair:

CAO:

DRAFT

Forest and Recreation Management Agreement

THIS AGREEMENT is made this _____ day of _____, 2019.

BETWEEN

THE CORPORATION OF THE COUNTY OF GREY

(hereinafter referred to as the "County")

- and -

GREY SAUBLE CONSERVATION AUTHORITY

(hereinafter referred to as "Grey Sauble")

WHEREAS pursuant to the provisions of Section 9 of the Municipal Act, 2001, an upper tier municipality has the powers of a natural person and as such has the power to enter contracts with respect to its own property;

AND WHEREAS the County is the owner of the forest lands identified in the County's Forest Management Plan adopted by County Council, as amended, and lands known as the CP Rail Trail from Dundalk to Owen Sound;

AND WHEREAS the County wishes to retain Grey Sauble to manage these County Lands to ensure their long term viability;

NOW THEREFORE the County and Grey Sauble hereby agree as follows:

1.0 Definitions

In this Agreement:

- 1.1 "County Land" means all County Forest and CP Rail Trail land owned by the County.
- 1.2 "County Forest" means the forest lands identified in the Forest Management Plan and as shown as Schedule "A" attached hereto.
- 1.3 "CP Rail Trail" means the lands acquired by the County from Canadian Pacific Railways which formerly were its rail line in the County of Grey and as shown on Schedule "B" attached hereto.
- 1.4 "Forest Management Plan" means the Plan adopted by the County on January 7, 2003, or any subsequent updates, and is a plan which applies business methods and technical forest principles to the management of the County's forest properties.
- 1.5 The "Recreational Trails Master Plan" (RTMP) means the plan adopted by the County November X, 2019, including any updates or policy implementations as recommended by the RTMP.

1.6 "Trails" shall include all County Forest trails and the CP Rail Trail, and includes those areas appurtenant to them, such as road crossings.

2.0 Term

- 2.1 This term of this agreement is for a five (5) year period commencing December 31, 2019 (the "Initial Term") unless terminated earlier as hereinafter provided. During the Initial Term, this Agreement may be terminated by either party by giving one (1) years advance written notice to the other party.
- 2.2 After the end of the Initial Term, this agreement shall renew annually for each year thereafter (each such year being a "Renewal Term", and the Initial Term together with all Renewal Terms being the "Term"). During any Renewal Term, this Agreement may be terminated by either party giving six (6) months advance written notice to the other party. For greater certainty, when one party has given notice to terminate during a Renewal Term, and that notice is not effective until a subsequent Renewal Term, the Agreement shall continue to renew until such time as that notice is effective to terminate the Agreement.

3.0 Application

3.1 This Agreement applies to County Land.

4.0 General

- 4.1 Grey Sauble shall provide to the County by August 1st each year a preliminary budget and a work plan for the following year identifying all work to be carried out under the Agreement. This budget and work plan shall be subject to review and approval by the County. Until the budget for the fiscal year is approved, Grey Sauble shall not carry out any activities under this Agreement for which the County shall be invoiced except with the written approval of the County. After approval by the County, the budget and work plan shall be followed by Grey Sauble. Any work in addition to the annual work plan must be approved by the County prior to such work being performed. Grey Sauble shall assist County staff with long term capital project planning, capital project details, tender information and supervise/work with private contractors to complete capital projects.
- 4.2 The County shall have the right to monitor the works and services being completed by Grey Sauble on an on-going basis and make requests for changes/additions. Grey Sauble shall provide competent and trained staff to manage the County Forests and Trails and to fulfill its other commitments under this agreement. Grey Sauble shall also provide for the management of this staff with input from the County. Grey Sauble may also utilize the services of other conservation authorities and/or the private sector as required with the prior approval of the County.

- 4.3 Grey Sauble shall comply with all legal requirements (including statutes, laws, by-laws, ordinances, orders, rules and regulations of every governmental authority having jurisdiction) which relate to the management of County Lands.
- 4.4 Grey Sauble will be expected to work in accordance with the Occupational Health and Safety Act (re: duties of Contractors and duties of employers) and applicable regulations. Health and Safety legislation and Environmental legislation and regulations are considered the minimum requirement that Grey Sauble must meet.
- 4.5 Grey Sauble will assist other County departments from time to time with projects related to trails and recreation (e.g. website updates, tourism, transportation).
- 4.6 Grey County will assist Grey Sauble from time to time with expertise and resources with projects related to trails and recreation.
- 4.7 Permitted uses on County Land shall be as set out in the Forest Management Plan and Recreational Trails Master Plan or any other policies or by-laws passed by County Council as amended by County Council from time to time.
- 4.8 Grey Sauble staff, in consultation with the County, may close certain trails due to logging operations, special permit uses, environmental concerns, hazardous conditions such as fire hazards or wind storms or any other reason. Reasonable efforts shall be made to ensure that no person enters or remains in any area or part thereof that is designated as closed.
- 4.9 While the County Lands are open during the winter season, Grey Sauble shall not be required to clear snow from the trails.

5.0 Forest Management

- 5.1 Grey Sauble shall be responsible for the following Forest Management duties:
 - a) Ensure that the County Forest is managed in a manner consistent with the intent of the Forest Management Plan, Forest Stewardship Certification Principles if applicable and within approved budgets.
 - b) The preparation, implementation and monitoring of forest management planning and operation activities.
 - c) Coordinating all forest product sales and silvicultural treatments.
 - d) Submit reports summarizing harvest activity identified by specific Forest Tracts.
 - e) Ensure that the needs of the community are considered in the management of the County Forests, by working in cooperation with the general public, user groups and adjacent land owners
 - f) Assist the County with the review of user agreements and/or contracts that may be affected by Forest Management operations.
 - g) Assist the County with ongoing updates to the Forest Management Plan and associated policy documents, including ongoing forest inventory updates.

6.0 Recreation

6.1 Grey Sauble shall be responsible for the following Recreation related duties:

- a) Manage and maintain all Trails and recreational opportunities on County Lands.
- b) Carry out risk management assessments and complete reports for all County owned Trails at least twice per year.
- c) Perform minor repairs/remediate risks identified on inspection reports and report any critical situations to the Planning and Development Department within 24 hours or as soon as reasonably possible.
- d) Maintain accurate risk management records for future consultation.
- e) Maintain in good repair all facilities on County Lands to include trails, gates, fences, signs, roads, parking areas etc.
- f) Assist the County in ensuring that County Land is only used for purposes consistent with the Forest Management Plan and Recreational Trails Master Plan or any other policy or by-law passed by County Council.
- g) Assist the County with the review of any new or existing user agreements and/or contracts to ensure consistency between agreements and with existing permitted uses.
- h) Assist the County with the preparation and review of trail, forest, and recreation related policy documents and policy upgrades.

6.2 Grey Sauble shall ensure that the needs of the community are considered in the management of County Lands by working in cooperation with the general public, user groups and adjacent land owners.

6.3 Grey Sauble shall assist the County with investigating and resolving complaints.

6.4 Upon request by the County, Grey Sauble shall supervise and work directly with private contractors, in conjunction with County Staff or other County Departments, to complete various tasks.

7.0 Payment of Services

7.1 All costs incurred by Grey Sauble in the operation and management of County Lands shall be borne by the County. Those costs shall be offset by any grants or subsidies received by Grey Sauble in connection with the County Forest, or which may be applicable in whole or part to the work performed under this Agreement.

7.2 All revenues from the sale of timber shall be made payable to the County.

7.3 Grey Sauble shall invoice the County for services under this Agreement quarterly and the County shall pay all invoices within 30 days of receipt of the invoice. For the first three quarters of each fiscal year of the County, Grey Sauble may invoice the County for an amount proportional to one quarter of the work expected to be performed by it for the County in that fiscal year, provided that it shall, in its invoice for the final quarter of that fiscal year, make any adjustments necessary to provide that the total of all amounts invoiced to the County for that fiscal year represent the actual work performed by it for the County in that year. In the event

that such invoice for the final fiscal year results in a net balance payable by Grey Sauble to the County, such amount shall be payable by Grey Sauble to Grey County on the last day of that fiscal year.

- 7.4 Grey Sauble staff time shall be provided on a fee-for-service basis. The hourly rates of staff and estimated time requirement shall be specified in the annual budget.
- 7.5 Material costs are to be based on actual expenditures and supported by suppliers' invoices and other relevant supporting documentation. The County has the right to review all supporting documentation upon request.
- 7.6 The County shall pay all invoices that have been certified for payment within 30 days of receipt of the invoice.
- 7.7 In the event of dispute with respect to charges, the respective employees of the parties shall diligently work to resolve the dispute provided that in the event that they are unable or unwilling to agree within 30 days, the matter shall be referred to the respective Chief Administrative Officers who shall resolve the matter within 30 days failing which it shall be referred to binding arbitration. The arbitrator shall be jointly selected, and the rules of the Arbitrations Act shall apply.

8.0 Health & Safety, WSIB

- 8.1 Grey Sauble is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. If requested, Grey Sauble shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.
- 8.2 Grey Sauble shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act, (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

9.0 Insurance

- 9.1 Grey Sauble shall, at its own expense, obtain and keep in force during the Term of this Agreement, insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - a) Commercial General Liability insurance on an occurrence basis
 - i. for an amount of not less than Five Million Dollars (\$5,000,000);
 - ii. inclusion of the County as an Additional Insured with respect to the operations of the named insured;
 - iii. cross liability and severability of Interest clauses;

- iv. non-owned automobile coverage with a limit of at least Five Million Dollars (\$5,000,000) including contractual non-owned coverage;
 - v. products and completed operation coverage with an aggregate limit of not less than Five Million Dollars (\$5,000,000);
 - vi. policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
- b) Automobile liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement;
- c) Errors and Omissions Insurance in an amount of not less than \$2,000,000. The policy is to be renewed for three years after contract termination.

- 9.2 Grey Sauble shall provide the County with certificates of insurance for each policy period throughout the term of this Agreement, evidencing the compliance with all requirements prior to commencement of work under this Agreement. Such certificate shall include a provision that the coverage shall be primary and shall not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the County.
- 9.3 A thirty-day written notice of cancellation, termination or material change in coverage shall be provided to the County by Grey Sauble or its insurer.
- 9.4 Except as provided above, the County shall be responsible to obtain any insurance it may require for the County Land, the users of the County Land, and the officers, employees, staff, and volunteers of the County and all others the County may be responsible for in law, and this Agreement shall not place any obligation on Grey Sauble in this regard.

10.0 Indemnification

- 10.1 Each of the County and Grey Sauble shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the other party of any covenant, term or provision of this Agreement or by reason of any damage, injury or death occasioned to or suffered by any person or persons, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible.
- 10.2 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the County Land.

11.0 Waiver

11.1 No condoning, excusing or overlooking by either party of any default, breach or non-observance by the other at any time or times in respect of any covenant, obligation or agreement under this Agreement shall operate as a waiver of such party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the County or Grey Sauble herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the County or Grey Sauble save only an express waiver in writing.

12.0 Assignment

12.1 Grey Sauble shall not assign this Agreement without the prior written consent of the County.

13.0 Successors and Assigns

13.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

14.0 Standard for Performance

14.1 The parties acknowledge that the County, in selecting Grey Sauble to perform the management services hereunder, is relying upon Grey Sauble's reputation for excellence in the performance of such services. Grey Sauble shall devote such time to performance of its duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties.

15.0 Notice

15.1 Any notices required must be in writing and delivered to the following addresses between 9:00 AM and 4:30 PM Monday to Friday.

For Grey Sauble:

Chief Administrative Officer
Grey Sauble Conservation Authority
237897 Inglis Falls Road, RR. 4
Owen Sound, ON N4K 5N6
Fax Number: 519-371-0437
Email: t.lanthier@greysauble.on.ca

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

15.2 Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed received. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Hand delivered notices will be considered received on the business day of delivery.

16.0 Entire Agreement

16.1 This Agreement, including Schedules "A" and "B" constitutes the entire agreement between the parties concerning the management of County Lands and may only be amended or supplemented by an Agreement in writing signed by both parties.

17.0 Independent Contractor

17.1 The services defined in this Agreement shall be performed by Grey Sauble as an independent contractor at arm's length from, and not as an employee of, the County.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE COUNTY OF GREY

Warden: Selwyn Hicks

Clerk: Heather Morrison

GREY SAUBLE CONSERVATION AUTHORITY

Chair:

CAO:

Schedule A – Forest Management Plan

See Original Plan - <https://docs.grey.ca/share/s/XvxUrDPQS0qHcidHS8ry2Q>

DRAFT

Schedule B – CP Rail Trail

