

MEMORANDUM OF UNDERSTANDING

between

The City of Winnipeg
c/o Public Works Department, Parks and Open Spaces Division, Naturalist Services Branch
5006 Roblin Blvd., Winnipeg, MB, R3R 0G7

“The City of Winnipeg”

and

Her Majesty the Queen in Right
of the Province of Manitoba
as represented by the Minister of Conservation
c/o Protected Areas Initiative
Box 53, 200 Saulteaux Crescent, Winnipeg, Manitoba, R3J 3W3

“the Government of Manitoba”

THIS AGREEMENT made in triplicate as of the 14TH day of June, 2007.

Whereas conservation of biological diversity and the protection of natural ecosystems and watersheds is essential for the long-term maintenance of healthy ecosystems and human well-being; and

Whereas such biodiversity is increasingly lost as a result of some human activities and developments; and

Whereas the Government of Manitoba supports the Canadian Biodiversity Strategy which calls for the conservation of national and provincial biodiversity; and

Whereas the Government of Manitoba, through its Protected Areas Initiative, has committed to completing a network of protected areas to represent the biological diversity in Manitoba's natural regions; and

Whereas the City of Winnipeg is dedicated to conserving, restoring and managing natural areas and associated habitats; and

Whereas these natural areas and associated uplands provide important biodiversity habitat for many plants and animals, some of which are species at risk; and

Whereas the City of Winnipeg and the Government of Manitoba seek to work cooperatively with individuals, First Nations, Métis, other non-government organizations, businesses and all levels of government across Manitoba to protect biological diversity, watersheds and natural areas; and

Whereas the City of Winnipeg and the Government of Manitoba have agreed to pursue this general Memorandum of Understanding ("MOU") identifying areas of mutual interest and opportunities for collaboration in the conservation of natural areas, habitats and watersheds; and

Whereas the City of Winnipeg, through Plan Winnipeg 2020 Vision, shall protect environmentally-sensitive lands that contain important pockets of natural flora and fauna and encourage the participation of other levels of government in programs to protect and enhance the city's urban forest. Activities under this MOU are intended to recognize and complement those commitments.

NOW THEREFORE, the parties hereto express their mutual understandings and intentions with each other as follows:

SECTION 1 - PRINCIPLES

The principles governing this MOU are:

- 1.1 Stewardship of the environment and protection of ecological functions of natural areas and habitats are keys to sound ecosystem and watershed management; and
- 1.2 Sustainable resource and watershed management requires an integrated approach to conservation that supports ecological, social and economic values and which includes: protected areas, voluntary stewardship, conservation incentives, regulation, and education; and
- 1.3 The Government of Manitoba and the City of Winnipeg share a common approach to responsible and sustainable resource and watershed management; and
- 1.4 Sound management and care of our natural ecosystems are critical to sustainable development, watershed health and the maintenance of biodiversity; and
- 1.5 The Government of Manitoba and the City of Winnipeg believe in conserving a diverse mosaic of habitats to achieve the maintenance of ecological integrity and biodiversity; and
- 1.6 Joint cooperation and participation in promoting the conservation of natural habitats in a way that conserves and maintains ecological integrity providing benefits to all Manitobans; and
- 1.7 Sustainable development and sound resource and watershed management require science-based decision making and shared responsibility.

SECTION 2 - OBJECTIVES OF STRATEGIC PRIORITY

- 2.1 The City of Winnipeg and the Government of Manitoba have identified the following strategic priorities and contributing joint activities in specific areas, which will guide their collaborative efforts to conserve, protect, and promote the stewardship of habitat for the conservation of biodiversity and sound watershed management. The City of Winnipeg and the Government of Manitoba will:

PROTECTED AREAS

- (a) Identify City of Winnipeg lands which will contribute to Manitoba's network of protected areas; and

- (b) Foster a process that would facilitate the securing of additional lands that will contribute to Manitoba's network of protected areas, including, where possible, addressing barriers to that process; and
- (c) Explore opportunities to expand and secure new key parcels of threatened habitat so they may contribute to Manitoba's network of protected areas; and
- (d) Collaborate with other partners to identify additional opportunities to secure lands eligible to contribute to Manitoba's network of protected areas; and
- (e) Collaborate in the management and restoration of key habitat on protected lands to enhance biodiversity benefits and watershed management; and

ENHANCED CONSERVATION IN THE CITY OF WINNIPEG

- (f) Explore opportunities to promote the importance of stewardship that results in the conservation of natural areas and associated habitats in Manitoba; and
- (g) Collaborate and participate in various stewardship forums, instruments, program tools, land plans, integrated watershed management plans and policies to protect and conserve habitats on private and Crown lands; and
- (h) Collaborate with other partners to explore opportunities to advance the concept of "Ecological Goods and Services" as a landscape approach to voluntary stewardship of habitats contributing to biodiversity.

SECTION 3 - INFORMATION SHARING AND JOINT COMMUNICATIONS

- 3.1 The City of Winnipeg and the Government of Manitoba will willingly share information, research finding and data sets, where possible, to achieve our common objectives subject to all applicable legislation dealing with the protection of privacy, including *The Freedom of Information and Protection of Privacy Act* (C.C.S.M., c. F175) as amended.
- 3.2 Where appropriate, the City of Winnipeg and the Government of Manitoba will collaborate in applied research and scientific projects.
- 3.3 This MOU is not to be regarded as a license or implied right to use any Intellectual Property; and is not to alter the ownership rights of the parties to Intellectual Property. All matters relating to Intellectual Property and confidentiality of information shall be specified under separate agreements.

- 3.4 Where appropriate and agreed to, the City of Winnipeg and the Government of Manitoba will coordinate joint communication and outreach activities such as news releases, conferences, seminars or workshops to promote stewardship; and to raise awareness and garner support for the need to protect natural areas that provide biodiversity benefits.

SECTION 4 - ADAPTIVE MANAGEMENT AND REPORTING

- 4.1 The City of Winnipeg and the Government of Manitoba will periodically meet to discuss the progress of partnership activities resulting from this MOU and discuss emerging opportunities, alternate approaches to land management that strengthen conservation and protection objectives, accomplishments, success indicators and make recommendations for future action.

SECTION 5 - GENERAL PROVISIONS

- 5.1 The parties are responsible for all expenses of their respective representatives that may be incurred in carrying out this MOU.
- 5.2 The Government of Manitoba and the City of Winnipeg shall appoint official contacts respecting each of the joint activities in relation to this MOU.
- 5.3 It is agreed that this MOU is not legally binding and is not intended to create or be construed as creating any rights or obligations between the Government of Manitoba and the City of Winnipeg.
- 5.4 This MOU may be amended from time to time with the consent of each party and may be terminated upon 60 days written notice from one party to the other, addressed to the following:

To: Manitoba Conservation
Box 53 200 Saulteaux Crescent
Winnipeg MB R3J 3W3
Fax: (204) 945-0012

To: City of Winnipeg
510 Main Street
Winnipeg MB R3R 1B9
Fax: (204) 947-3452

IN WITNESS WHEREOF this MOU has been signed by the Minister of Conservation, or his duly authorized representative, on behalf of Manitoba, and by the Mayor and City Clerk, on behalf of the City of Winnipeg, as of the date first written above.

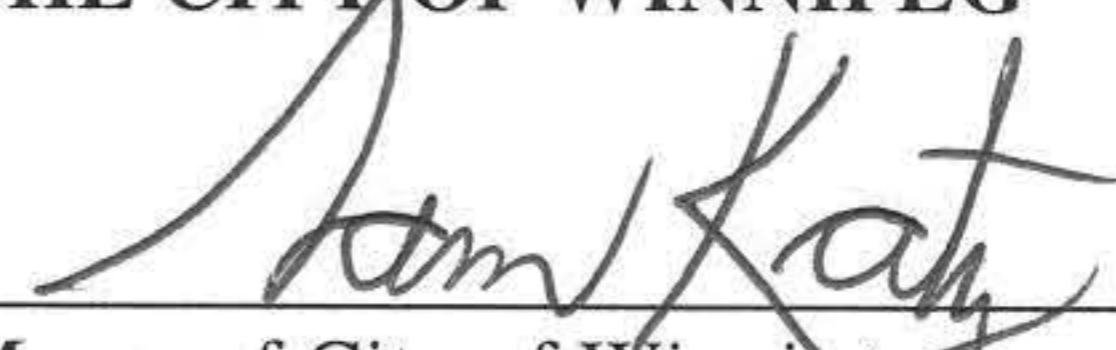
**HER MAJESTY THE QUEEN
IN RIGHT OF MANITOBA
As Represented by the Minister
of Manitoba Conservation**



Minister of Conservation

Date: JUN 14/2007

THE CITY OF WINNIPEG



Mayor of City of Winnipeg

Date: JUN 14/2007



City Clerk

Date: JUN 14/2007