

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the ____ day of _____, 2022 (the “**Effective Date**”).

BETWEEN:

THE CORPORATION OF THE CITY/REGIONAL MUNICIPALITY/TOWNSHIP OF _____
(hereinafter, “Participating Municipality”)

AND:

TORONTO AND REGION CONSERVATION AUTHORITY
(hereinafter, “TRCA”)

WHEREAS TRCA is a conservation authority established under the *Conservation Authorities Act* (“Act”) providing programs and services that further the conservation, restoration, development and management of natural resources in its watersheds;

AND WHEREAS the Participating Municipality is an upper-tier/single-tier/lower-tier municipality, located wholly or partly within the area under the jurisdiction of TRCA, and is designated as a participating municipality under the Act;

AND WHEREAS in carrying out its mandate under the Act, TRCA is required to provide mandatory programs and services (Category 1) including but not limited to programs and services related to understanding and addressing the risks of natural hazards, flood forecasting and warning, drought or low water response, ice management, water control and erosion control infrastructure, providing technical comments on applications under prescribed acts including the *Planning Act*, conservation and management of its lands, and fulfilling its duties, functions and responsibilities to administer and enforce the provisions of Parts VI and VII of the Act and any regulations made under those Parts;

AND WHEREAS in carrying out its mandate under the Act, TRCA provides non-mandatory programs and services (Category 2) to municipal partners within its jurisdiction including but not limited to erosion control and restoration planning and works, trail planning, design, construction and maintenance of infrastructure, forest management, project management, invasive species and wildlife management, in-water and near-water construction, watershed and subwatershed planning, biodiversity and ecosystem monitoring, Sustainable Neighbourhood Action Plan development and implementation, where applicable, climate science, environmental audits, impact studies, environmental assessments, community education and outreach, archaeological studies, research and interpretation, events and nature-based programs;

AND WHEREAS under the Act, Category 1 programs and services are to be funded through the budget and apportionment process in accordance with the applicable regulations;

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AND WHEREAS under the applicable regulations, Category 1 operating expenses and capital costs may be included in the apportionment and provided without an agreement;

AND WHEREAS under the Act, Category 2 programs and services requested by municipalities may be provided under a memorandum of understanding (“MOU”) or such other agreement in respect of the programs and services;

AND WHEREAS under the applicable regulations, Category 2 operating expenses and capital costs may be included in the apportionment under an MOU or other agreement, and the operating expenses and capital costs shall be apportioned, in their entirety, to the participating municipality that requested the programs and services;

AND WHEREAS under the Act, Category 2 programs and services may be provided at the request of participating municipalities, outside of the budget and apportionment process, through an MOU or other agreement;

AND WHEREAS the Act requires such MOUs or other agreements to be reviewed at regular intervals, and to be made available to the public, subject to certain exemptions including an exemption for procurement agreements;

AND WHEREAS this MOU sets out the principles, terms and conditions governing the delivery of Category 2 programs and services funded by the Participating Municipality through the budget and apportionment, or otherwise requested outside of the budget and apportionment process;

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

1. This MOU shall commence on the Effective Date and shall continue for four (4) years (the “**Initial Term**”). Thereafter this MOU shall continue for additional four (4) year periods (each a “**Renewal Term**”) unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
2. This MOU shall be reviewed by the parties on an annual basis as part of the budget and apportionment process.
3. When preparing its annual budget, TRCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
4. TRCA shall identify Category 1 and requested Category 2 services in the budget, and shall comply with the prescribed methods of apportionment, including the MCVA apportionment method (the ratio that the participating municipality’s modified current value assessment bears to TRCA’s modified current value assessment) and the benefit-

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based apportionment method (the benefit that each participating municipality obtains from the program or service to which the operating expense or capital cost is related), or where permitted in accordance with the applicable regulations, by agreement.

5. Where requested Category 2 services are included in the budget process and apportionment, TRCA shall apportion the operating expenses and capital costs, in their entirety, to the participating municipality that requested the programs and services.
6. Where Category 2 services are requested and procured outside of the budget process, and not included in the apportionment, the following principles, terms and conditions shall govern the delivery of Category 2 programs and services requested by the Participating Municipality:
 - a. Subject to complying with procurement and purchasing policies, the Participating Municipality will give due consideration to TRCA when procuring services related to TRCA's mandate and areas of expertise.
 - b. TRCA's or the Participating Municipality's standard form of purchase order and procurement agreements will be used for the delivery of municipally requested programs and services.
 - c. TRCA will maintain such insurance policies as required by the Participating Municipality in respect of the delivery of programs and services provided outside of the budget process pursuant to this MOU.
 - d. TRCA will retain all financial and project records in connection with the programs and services for audit purposes by the Participating Municipality for no less than seven years.
7. Category 1 programs and services shall be provided be in accordance with any standards and requirements that may be prescribed under subsection 21.1(3) of the Act. Category 2 programs and services provided shall be in accordance with any standards and requirements that may be prescribed under subsection 21.1.1(4) of the Act.
8. Where Category 2 programs and services funded by the Participating Municipality involve user fees, such user fees shall only be imposed in accordance with TRCA's fee policy and fee schedules adopted in accordance with the provisions of the Act, or otherwise in accordance with provisions set out in an agreement between TRCA and the Participating Municipality.
9. The Participating Municipality and TRCA will continue to work together to identify opportunities for further collaboration to the benefit of both parties and ensure efficiency, transparency and accountability in the use of public sector resources.

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10. This MOU shall be made available to the public in accordance with the Act and any applicable regulations.
11. This MOU may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement. The parties may sign this MOU by means of electronic signature and deliver this MOU by electronic transmission.

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

**TORONTO AND REGION
CONSERVATION AUTHORITY**

Per: _____

Name: John MacKenzie

Title: Chief Executive Officer

Per: _____

Name: Jennifer Innis

Title: Chair, TRCA Board of Director's

**THE CORPORATION OF THE CITY/REGIONAL
MUNICIPALITY/TOWNSHIP OF**

Per: _____

Name:

Title:

Per: _____

Name:

Title: