

Attachment 4 – Template Memorandum of Understanding

THIS MEMORANDUM OF AGREEMENT (“MOU”) is made as of the _____ day of _____, 2020 (the “**Effective Date**”).

BETWEEN:

“MUNICIPALITY”
(hereafter, “**Municipality**”)

AND:

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

WHEREAS TRCA is a conservation authority established under the *Conservation Authorities Act* (“**Act**”) and is governed by its participating municipalities in accordance with the **Act**;

AND WHEREAS **Municipality** is a lower-tier municipality in the Regional Municipality of _____, located wholly or partly within the area under the jurisdiction of TRCA;

AND WHEREAS TRCA provides services to and on behalf of **Municipality** through individual agreements in a variety of service areas;

AND WHEREAS recent amendments to the **Act** require conservation authorities to provide programs and services on behalf of municipalities under a memorandum of understanding or such other agreement as may be entered into with the municipality in respect of the programs and services;

AND WHEREAS the **Act** requires such memorandum of understanding or other agreement to be reviewed at regular intervals and to be made available to the public as may be determined in the memorandum or agreement;

AND WHEREAS TRCA and **Municipality** recognize the need for, and the benefits of, entering into Service Level Agreements to govern the delivery of programs and services by TRCA on behalf of **Municipality**, and to 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;

AND WHEREAS TRCA and **Municipality** intend to enter into a Service Level Agreement to govern the delivery of certain programs and services by TRCA on behalf of **Municipality**;

AND WHEREAS each of TRCA and **Municipality** are entering into this MOU to guide the development of the Service Level Agreement;

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 one (1) year (the “**Initial Term**”). Thereafter this MOU shall continue for additional one year periods (each a “**Renewal Term**”) unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
2. The following principles shall guide the development of a Service Level Agreement between TRCA and Municipality:
 - a. TRCA and Municipality will meet regularly to review existing agreements and new areas of services, including partnership and event agreements, fee-for-service agreements, and data-sharing agreements, and identify programs and services to be provided under the Service Level Agreement, including program and service areas listed in Schedule “A”.
 - b. The Service Level Agreement will provide overarching terms and conditions for the delivery of municipal programs and services by TRCA.
 - c. The cost structure for services provided under the agreements shall reflect both direct cost and administration costs for providing the services.
 - d. Subject to complying with procurement and purchasing policies, Municipality will give due consideration to TRCA when procuring services which are a core competency of TRCA.
 - e. Programs and services under the Service Level Agreement will be implemented through individual Letter Agreements. Templates for each project/program/service Letter Agreement will be developed and attached as a separate schedule to the SLA.
3. The following principles shall guide the efforts of the parties 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:
 - a. It is recognized that there are opportunities for collaboration between the parties outside of the Service Level Agreement, including in-kind services and assistance, coordination of complementary policy and program initiatives, organization of group purchasing/municipal vendor of records, as well as projects involving third parties.
 - b. In recognition that TRCA lands and facilities are often used for a service or function that may be provided by a municipality for the purposes of the municipality and for

public use, **Municipality** will work with TRCA to identify lands and facilities that qualify as municipal capital facilities for the purposes of providing tax exemptions for such lands and facilities, and enter into agreements with TRCA and any person, including another municipality, for the provision of municipal capital facilities.

- c. It is recognized that collaboration and sharing of geographic information system (GIS) data and other OpenData opportunities increase efficiencies and capacity, and the sharing of data is encouraged whenever reasonably possible.
- 4. This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term and each Renewal Term. It is TRCA’s responsibility to initiate the review with **Municipality** at least sixty (60) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
- 5. Each of TRCA and Municipality will strive to facilitate open and timely communication at all levels.
- 6. This MOU is not intended to be a legally binding agreement and is not intended to create any legally binding obligation between the parties.
- 7. This MOU shall be made available to the public on request.
- 8. 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.

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

**TORONTO AND REGION CONSERVATION
AUTHORITY**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

MUNICIPALITY

Per: _____

Name:

Title:

Per: _____

Name:

Title:

**Schedule “A” to the MOU between
TRCA and Municipality**

DESCRIPTION OF AREAS FOR SERVICE AGREEMENTS

Schedule “A”

Service Areas Included in this Agreement &
Possible Scope of Work that may be Provided the TRCA for each Service Area

TRCA Service Areas

- Service Area 1 – Watershed Studies and Strategies
- Service Area 2 – Water Risk Management
- Service Area 3 – Regional Biodiversity
- Service Area 4 – Greenspace Securement and Management
- Service Area 5 – Tourism and Recreation
- Service Area 6 – Planning and Development Review
- Service Area 7 – Education and Outreach
- Service Area 8 – Sustainable Communities

Scope of Work Available for each Service Area

- Service Area 1 – Watershed Studies and Strategies

Watershed Plans and Strategies

Report Cards

Emerging and Integrative Climate Science

- Service Area 2 – Water Risk Management

Groundwater Strategies

Source Protection Strategies

Regional Monitoring – Water

Hydrology

Flood Plain Mapping

Flood Forecasting and Warning

Flood Risk Management

Flood Infrastructure and Operations

Erosion Management Capital Works

Hazard Monitoring

- Service Area 3 – Regional Biodiversity

Aquatic System Priority Planning
Terrestrial (and Integrated) Ecosystem Planning
Nature Channel Design
Restorations Opportunities Bank
Regional Monitoring – Biodiversity
Activity Based Monitoring
Terrestrial Inventory and Assessment
Watershed Restoration
Shoreline Restoration
Wetlands Restoration
Riparian and Flood Plain Restoration
Natural Channel and Stream Restoration
Wildlife Habitat Management
Inland and Lakefill Soil Management
Compensation Restoration
Forest Management Planning
Forest Management Operations
Managed Forest Tax Incentive Planning
Invasive Species Management
Hazard Tree Management

- Service Area 4 – Greenspace Securement and Management

Greenspace Planning
Greenspace Land Acquisition
Resource Management Planning
Inventory and Audit
Implementation
Hazard Management
Archaeology
Property Taxes and Insurance

- Service Area 5 – Tourism and Recreation

Conservation Parks
Waterfront Parks
Trail Planning, Development and Management
Events and Festivals

- Service Area 6 – Planning and Development Review

Policy Development and Review
Development Planning and Regulation Permitting
Environmental Assessment Planning and permitting

- Service Area 7 – Education and Outreach

School Programs
Family and Community Programs

Newcomer Employment and Education

- Service Area 8 – Sustainable Communities
- Living City Transition Program
Sustainable Neighbourhoods
Community Transformation
Partners in Project Green
Urban Agriculture
Sustainable Technology Evaluation Program
Climate Consortium
Green Infrastructure Ontario
Community Engagement
Citizen Based Regeneration
Stewardship
Watershed Engagement