

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the ___ day of _____, 2023 (the “**Effective Date**”).

BETWEEN:

THE CORPORATION OF THE CITY OF RICHMOND HILL
(hereinafter, “City”)

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 City is a lower-tier municipality in the Regional Municipality of York, located wholly or partly within the area under the jurisdiction of TRCA;

AND WHEREAS in carrying out its mandate under the Act, TRCA provides programs and services 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 programs and services provided by conservation authorities at the request of a municipality are to be provided under a memorandum of understanding (“MOU”) or such other agreements as may be entered into with the municipality in respect of the programs and services, and such MOUs or other agreements are intended to be higher level parent agreements that govern the delivery of the programs and services;

AND WHEREAS the Act requires such MOU or other agreements to be reviewed at regular intervals and to be made available to the public;

AND WHEREAS this MOU sets out the principles, terms and conditions governing the delivery of programs and services by TRCA requested by the City;

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 years (the “**Initial Term**”). Thereafter this MOU shall continue for one (1) additional four (4) year period (“**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.
2. The following principles, terms and conditions shall govern the delivery of programs services requested by the City:
 - a. Subject to complying with the City’s procurement and purchasing policies, the City will give due consideration to TRCA when procuring services related to TRCA’s mandate and areas of expertise
 - b. The City’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 City in respect of the delivery of programs and services provided 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 City for no less than seven years.
 - e. Programs and services provided pursuant to this MOU shall be in accordance with any standards and requirements that may be prescribed under subsection 21.1.1(4) of the Act.
 - f. Where programs and services delivered by TRCA pursuant to this MOU 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 in accordance with provisions set out in an agreement between TRCA and the City.
3. Nothing in this MOU obliges the City to request the delivery of programs and services by TRCA.
4. The City 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.
5. This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term or Renewal Term. It is TRCA’s responsibility to initiate the review with the City at least ninety (90) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

6. This MOU shall be made available to the public in accordance with the Act and any applicable regulations.
7. 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: Paul Ainslie
Title: Chair

**THE CORPORATION OF THE
CITY OF RICHMOND HILL**

Per: _____
Name: David West
Title: Mayor