

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

**BETWEEN:**

**THE CORPORATION OF THE CITY OF BRAMPTON**  
(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 Peel, 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 certain principles, terms and conditions governing the delivery of programs and services by TRCA as may be 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 “**Term**”).
2. The following principles, terms and conditions shall govern the delivery of programs services requested by the City:
  - a. The City’s standard form of purchase order and procurement agreements or such other form of procurement agreement as may be acceptable to the City will be used for the delivery of municipally requested programs and services.
  - b. 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.
  - c. TRCA will retain all financial and project records in connection with the programs and services for audit purposes by the Town for no less than seven years following the completion.
  - d. Programs and services provided pursuant to this MOU shall be in accordance with the terms and conditions set out herein and in any purchase order or procurement agreement entered into between TRCA and the City.
  - 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. If there is a conflict between the terms and conditions set out herein and the prescribed standard and requirements, the prescribed standards and requirements prevail.
  - 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 and/or any fee amounts prescribed in accordance with the provisions of the Act and otherwise 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. This MOU shall be reviewed by the Parties prior to the expiry of the Term. It is TRCA’s responsibility to initiate the review with the City at least six (6) months prior to the expiry of the Term.
5. This MOU shall be made available to the public in accordance with the Act and any

applicable regulations.

6. 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:  
Title: Chair

**THE CORPORATION OF THE  
CITY OF BRAMPTON**

Per: \_\_\_\_\_  
Name: Marlon Kallideen  
Title: Chief Administrative Office