

This Memorandum of Understanding (“MOU”) is made as of the 14th day of December, 2023 (the “Effective Date”).

Between:

The Corporation of the City of Pickering
(hereinafter, “City”)

And:

Central Lake Ontario Conservation Authority
(hereinafter, “CLOCA”)

Whereas CLOCA 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 Durham, located wholly or partly within the area under the jurisdiction of CLOCA;

And Whereas in carrying out its mandate under the Act, CLOCA provides Category 2 and 3 programs and services to municipal partners within its jurisdiction including but not limited to erosion control and restoration planning and works, forest management, invasive species and wildlife management, watershed and subwatershed planning, biodiversity and ecosystem monitoring, community education and outreach, 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, subject to certain exemptions;

And Whereas this MOU sets out the principles, terms and conditions governing the delivery of programs and services by CLOCA 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. This MOU shall be reviewed by the parties on an annual basis as part of the City’s budget process.

3. The following principles, terms and conditions shall govern the delivery of programs services requested by the City:
 - a. Subject to complying with procurement and purchasing policies, the City will give due consideration to CLOCA when procuring services related to CLOCA's mandate and areas of expertise.
 - b. CLOCA's or the City's standard form of purchase order and procurement agreements will be used for the delivery of municipally requested programs and services.
 - c. CLOCA 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. CLOCA 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 CLOCA pursuant to this MOU involve user fees, such user fees shall only be imposed in accordance with CLOCA'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 CLOCA and the City.
4. Nothing in this MOU obliges the City to request the delivery of programs and services by CLOCA.
5. The City and CLOCA 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.
6. This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term or Renewal Term. It is CLOCA'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.
7. This MOU shall be made available to the public in accordance with the Act and any applicable regulation.
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. 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.

Central Lake Ontario Conservation Authority

Per: Name: Chris Darling
Title: Chief Administrative Office


signature

Per: Name: Elizabeth Roy
Title: CLOCA Chair


signature

The Corporation of the City of Pickering:

Per: Name: Susan Cassel _____
Title: City Clerk


signature

Per: Name: Kevin Ashe _____
Title: Mayor


signature