

THIS MEMORANDUM OF UNDERSTANDING made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES** (the “CITY”)

And

**BOYS AND GIRLS CLUBS OF KAWARTHA LAKES/BOYS AND GIRLS CLUBS OF KAWARTHA LAKES FOUNDATION** (the “CLUB”)

**RECITALS:**

The CITY and the CLUB have a desire to formally recognize and build upon the successful relationship between the two parties in order to foster strategic priorities of mutual interest in an effective manner.

**Strategic Priorities**

The CITY has established strategic priorities for 2016 - 2019 and wishes to accomplish some of those priorities through joint strategic initiatives with partners, including the CLUB.

Attached as Appendix “A” is a copy of the City’s Strategic Plan (2016-2019).

The CLUB has established a Strategic Plan (2018 – 2021) and wishes to advance some of the priorities identified in their Plan through joint strategic initiatives with the CITY and other partners.

Attached as Appendix “B” is a copy of the Club’s Strategic Plan (2018 – 2021)

This Memorandum of Understanding has been developed between both parties to document the shared intent of the CITY and the CLUB to develop an active and supportive relationship within which the respective organizations can advance their strategic priorities of mutual interest including child/youth leadership, economic prosperity, and physical, intellectual and emotional well-being of young people for the benefit of both organizations and the larger community.

THIS **AGREEMENT IS ENTERED** for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

#### ARTICLE 1.0: Interpretation of this AGREEMENT

- 1.01 **Definitions:** Wherever a term set out below appears in text of this AGREEMENT in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this AGREEMENT in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.
- (a) **AGREEMENT** means this memorandum of understanding, including its recitals and schedules, as amended from time to time.
- (B) **CITY** means The Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporation pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the CITY's servants, employees, agents and delegated officials.
- (c) **CLUB** means Boys and Girls Clubs of Kawartha Lakes and Boys and Girls Clubs of Kawartha Lakes Foundation. Where the context permits, the terms also include the CLUB employees, agendas and delegated officials.
- 1.02 **Construing this AGREEMENT:** The captions, article and section names and numbers appearing in this AGREEMENT are for convenience of reference only and have no effect on its interpretation. All of this AGREEMENT creating obligations on either party will be construed as covenants. This AGREEMENT is to be read with all changes of gender or number required by the context. The terms "include", "includes" and "including" are to read as not limiting the generality of the words or phrases that precede them.

#### ARTICLE 2.00 Framework Policy Statements

- 2.01 **Policy Framework:** The partners will seek strategic opportunities to engage the relevant departments of the CITY and of the CLUB in projects, activities and initiatives which advance specific objectives and aspirations of the partners as outlined in the Recitals of the AGREEMENT.

Underpinning these specific program AGREEMENTS will be a spirit of partnership for mutual success manifested through:

- Open and frequent ongoing communication between the partners.
- A commitment to recognize and address issues and opportunities as they arise.
- Mutual support for the respective missions of both organizations including other relationships and initiatives necessary to their fulfillment.
- Sound financial management and accounting processes.
- Marketing initiatives by both parties.
- Funding gained from joint proposals to third parties.

2.02 **Agreement Description:** For recognition purposes, the strategic relationship described by this AGREEMENT shall be identified as: The CLUB and CITY of Kawartha Lakes Collaborative Partnership.

2.03 **Collaboration:** Opportunities for collaboration will include projects and initiatives in the areas of:

- \* Quality child care for families throughout the CITY.
- \* Sports and recreation programs for children, youth and their families.
- \* Provision of Children/Youth Mental Health supports.
- \* Provision of services that mitigate the effects of family poverty.
- \* Prevention/early intervention child, youth and family support programs.
- \* Social development of children, youth and their families including special needs populations.
- \* Public transportation of residents.
- \* Economic development efforts in the tourism sector of our economy.
- \* Activities offered through the Warehouse Youth Hub partnership.
- \* Activities on CLUB sites that are accessible to the general public.

Other opportunities for cooperation and mutual support will be pursued and may include:

- Standing Committees/Advisory Committee/Board representation
- Facilities sharing
- Community events
- Funding applications
- Advocacy efforts

2.04 **Documentation:** All specific initiatives resulting from this strategic framework shall be documented in separate AGREEMENTs in the event financial commitments, including substantial staff time, are involved.

**2.05 CLUB Responsibilities:** The CLUB shall:

- \* Build and maintain a constructive understanding of the strategic priorities and services of the CITY.
- \* Identify and act upon opportunities to work productively and cooperatively on projects of mutual benefit.
- \* Within prevailing resource limitations, provide appropriate nominees for seats on selected community advisory boards and ad hoc task groups.
- \* Advocate and support the City in grant and funding opportunities which are deemed to advance and support the intentions of the AGREEMENT.

**2.06 CITY Responsibilities:** The CITY shall:

- \* Wherever possible, provide representation for the CLUB on various CITY Committees that are of interest to CLUB families and child/youth issues in general.
- \* Build an understanding of the strategic priorities of the CLUB.
- \* Identify and act upon opportunities to work productively and cooperatively on projects of mutual benefit.
- \* Consider opportunities to engage staff and members of the CLUB in programs, activities or initiatives of mutual interest.
- \* Provide CITY staff participation on CLUB advisory boards or task groups.
- \* Advocate and support the CLUB in grant and funding opportunities that are deemed to advance and support the intentions of the AGREEMENT.

**ARTICLE 3.0: Reporting/Contracts**

**3.01 Responsibility:** The CLUB Executive Director and the CITY'S Chief Administrative Officer will jointly oversee the overall strategic relationship to meet the objectives of the AGREEMENTs that flow from it.

**3.02 Delegation:** The Executive Director and the Chief Administrative Officer may delegate other contacts for the purposes of specific programs, activities or initiatives that flow from this AGREEMENT.

- 3.03 **Review:** This agreement shall be reviewed once every two years by both parties commencing two years from the date of it coming into force. A Progress Report shall be prepared and presented to the governing bodies of the partner organizations at least once during each term of City Council.

ARTICLE 4.0: Funding

- 4.01 **Funding:** Nothing within this AGREEMENT shall obligate either party financially to any specific objective or initiative. Anything requiring such support will require a separate AGREEMENT and/or a report to the appropriate body.

ARTICLE 5.0: Miscellaneous

- 5.01 **Notice:** The Notice provisions of Section 5.10 apply to this AGREEMENT.
- 5.02 **Successors:** The rights and liabilities of the parties shall ensure the benefits of and be binding upon the parties and their respective successors and approved assignees.
- 5.03: **Entire AGREEMENT:** This agreement and any AGREEMENTs executed from time to time under Section 2 of this AGREEMENT constitute the entire agreement between the parties as it relates to this Framework Partnership AGREEMENT.
- 5.04 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or sub clause or any of the words contained in this AGREEMENT shall be held wholly or partially illegal, invalid or unenforceable by any court or competent jurisdiction, the CITY and the CLUB agree that the remainder of this AGREEMENT shall not be affected by the judicial holding, but shall remain in full notwithstanding any statute to the contrary.
- 5.05 **Relationship to Parties:** Nothing in the AGREEMENT shall create any legal or special relationship between the parties. It is specifically agreed that neither party is a partner, joint venture, agent or trustee of the other.
- 5.06 **Amendments:** No supplement, amendment or waiver of or under this AGREEMENT (part from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by the party of any provision of the AGREEMENT shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

- 5.07 **Governing Law:** This AGREEMENT shall be construed in accordance with a governed by the laws of the Province of Ontario
- 5.08 **Freedom of Information:** The CLUB and CITY acknowledges that this AGREEMENT is a public document
- 5.09 **Independent Legal Advice:** The CLUB AND CITY acknowledge that it has either received or waived the benefit of its own legal advice with respect to the execution of this AGREEMENT.
- 5.10 **Notice:** This AGREEMENT shall remain in force until cancelled by either party or amended by mutual consent of both parties.

Notice to withdraw or formally amend this AGREEMENT may be initiated by either party by providing sixty days written notice to the other party at the following address:

TO THE CITY:       City of Kawartha Lakes  
                          ATT: Chief Administrative Officer  
                          26 Francis Street  
                          Lindsay, Ontario K9V 5R8

TO THE CLUB:       Boys and Girls Clubs of Kawartha Lakes  
                          ATT: Executive Director  
                          107 Lindsay Street South  
                          Lindsay, Ontario K9V 2M5

**To WITNESS**, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this AGREEMENT by their signatures.

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

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MAYOR

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CLERK

Having the Authority to Bind the Corporation

**BOYS AND GIRLS CLUBS OF KAWARTHA LAKES**

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PRESIDENT, BOARD OF DIRECTORS

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EXECUTIVE DIRECTOR

Having Authority to Bind the Corporation