

THIS **MEMORANDUM OF UNDERSTANDING** made in duplicate this .... day of December, 2020

Between:

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

And

**THE GREATER PETERBOROUGH AREA ECONOMIC DEVELOPMENT CORPORATION OPERATING AS PETERBOROUGH & THE KAWARTHAS ECONOMIC DEVELOPMENT (“PKED”)**

### **RECITALS:**

CKL and PKED 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.

Primarily the AGREEMENT focus' on the **KAWARTHA CHOICE FARMFRESH (KCFF)** program with respect to the decision making, operation, funding and staff support for the purpose of advancing agriculture and food economic development activities across the combined region of the municipalities of the City of Peterborough, County of Peterborough and the City of Kawartha Lakes.

### **Strategic Priorities**

CKL has established strategic priorities for 2020-2023 and wishes to accomplish some of those priorities through joint strategic initiatives with partners, including PKED. As further refinement to the corporate strategic priorities the City of Kawartha Lakes Economic Development Strategy includes goals and actions to grow the agriculture and food cluster including production, value-added food processing and agri-culinary, supporting innovation and diversification to increase businesses and employment. The Kawartha Lakes Agriculture and Food Action Plan 2020-2024 identifies Goal 2: Enhance opportunities in value-added agriculture – Actions 2C – Explore further investment in KCFF-networks between producers & processors; 2D – Attract food processors; and 2E – identify gaps in food process and support more efficient use and access to existing facilities.

Attached as Appendix "A" is a copy of the Kawartha Lakes Strategic Plan (2020-2023); Appendix "B" is a copy of the City of Kawartha Lakes Economic Development Strategy; Appendix "C" is a copy of the Kawartha Lakes Agriculture and Food Action Plan 2020-2024;

PKED's Five-Year Strategic Plan – Future Ready, has a goal to leverage the Region's mix of rural and urban assets and businesses, and through the KCFF program PKED can help identify opportunities and be an advocate for increased investment by our partners in technology, research and innovation (Action 2.4). Additionally, the Strategy

calls to develop customized strategies to increase growth in each targeted sector, including Agriculture and Tourism which includes conducting an inventory of assets, a gap and economic impact analysis, and a growth plan. Completed in March 2020, the Feasibility Study for a Local-Food Aggregation/Distribution Centre (LFDAC) conducted by Explorer Solutions recommends PKED to move forward with the development of a local-food aggregation/distribution centre. The short and medium term Roadmap (2020-2021) created as a result states: “Reassessing the strategic need and local interest for a LFDAC in relationship with the global pandemic realities and further validating the business idea on a smaller geographical area (Peterborough and neighbouring counties)”. This project uses the research portion of the feasibility study and complements the Roadmap.

Attached at Appendix “D” is a copy of Peterborough & the Kawarthas Economic Development Five-Year Strategic Plan – Future Ready;  
Attached as Appendix “E” is a copy of Feasibility Study for a Local-Food Aggregation/Distribution Centre (LFDAC).

This Memorandum of Understanding has been developed between both parties to document the shared intent of CKL and PKED to develop an active and supportive relationship within which the respective organizations can advance their strategic priorities of mutual interest including growing the agriculture and food sector.

**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) **CKL** 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 CKL's servants, employees, agents and delegated officials.

(c) **KCFF** means the Kawartha Choice FarmFresh brand program which is a local brand program to identify farmers, retailers, restaurants, farmers’ markets, food service providers, and agri-tainment businesses which focus on promoting farm products grown or produced in the City of Kawartha Lakes, County of Peterborough, and City of Peterborough. The general mandate of the program is to increase local food production, processing, and demand in the buy-local region of Peterborough and Kawartha Lakes.

(d) **KCFF MANAGEMENT COMMITTEE** shall be comprised of CKL Manager of Economic Development and PKED President and CEO or their designates, and CKL Economic Development Officer – Agriculture, PKED Rural Economic Development Officer, and any other staff and/or individuals as determined appropriate by the KCFF MANAGEMENT COMMITTEE from time to time.

(e) **PKED** means The Greater Peterborough Area Economic Development Corporation operating as Peterborough & the Kawartha Economic Development. Where the context permits, the terms also include PKED employees, agents 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 be 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 CKL and of PKED 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 **Kawartha Choice FarmFresh Collaborative Partnership**.

2.03 **Collaboration:** Opportunities for collaboration within the KCFF Program may include projects and initiatives in the areas of:

- Marketing and promotion of the KCFF program (brand recognition) as per a Marketing Plan to be developed and reviewed annually,
- Development and support of a website platform to promote member businesses,

- Encouraging the purchase of local food (consumer demand -customers, institutional, retail, restaurant, wholesale, food service, etc.),
- Providing business-to-business networking opportunities,
- Developing print and/or digital mapping of member businesses,
- Installation and maintenance of directional signage to assist customers in locating businesses
- Sourcing and distributing brand promotional items and signage
- Providing business development consultation support for member businesses individually and collectively by email, phone, social media, information meetings, or webinars, training programs, and events either in-person or on-line.

Other opportunities for cooperation, collaboration and mutual support in general agriculture and food economic development and agri-tourism will be pursued and may include:

- Agriculture and Food Sector Workforce Development
- Agricultural Value-Chain growth and expansion including aggregation, processing and distribution.
- Agriculture and Food Business development projects

**2.04 Documentation:** Specific initiatives resulting from this strategic framework may be documented in separate agreement(s) as deemed appropriate by the KCFF MANAGEMENT COMMITTEE in the event significant financial commitments, including substantial additional staff time, are involved.

**2.05 CKL Responsibilities:** CKL shall, within prevailing resource limitations:

- Build and maintain a constructive understanding of the strategic priorities and services of PKED.
- Identify and act upon opportunities to work productively and cooperatively on projects of mutual benefit.
- Provide appropriate nominees for seats on the KCFF MANAGEMENT COMMITTEE and ad hoc task or project groups.
- Advocate and support PKED in grant and funding opportunities which are deemed to advance and support the intentions of the AGREEMENT.
- Engage CKL businesses and CKL members of KCFF in programs, activities or initiatives of potential benefit or interest.
- Provide membership support to CKL members within the KCFF program overall, as well as within specific projects such as the website platform, member promotion and marketing, training, etc. as determined annually by the KCFF

Management Committee within an annual work plan and at the outset of each initiative as per any project specific agreement.

- Promote the KCFF Program and its members jointly with PKED as well as independently to the extent feasible to support the goals of the program.
- Secure funds within annual CKL corporate budgets for collaborative and independent activities in support of the intentions of the AGREEMENT to the extent feasible. Contribute to the development of an annual KCFF Program budget.

**2.06 PKED Responsibilities:** PKED shall, within prevailing resource limitations:

- Build an understanding of the strategic priorities of CKL.
- Identify and act upon opportunities to work productively and cooperatively on projects of mutual benefit.
- Provide appropriate nominees for seats on the KCFF MANAGEMENT COMMITTEE and ad hoc task or project groups.
- Advocate and support CKL in grant and funding opportunities that are deemed to advance and support the intentions of the AGREEMENT.
- Engage PKED businesses and PKED members of KCFF in programs, activities or initiatives of potential benefit or interest.
- Provide membership support to PKED members within the KCFF program overall, as well as within specific projects such as the website platform, member promotion and marketing, training, etc. as determined annually by the KCFF Management Committee within an annual work plan and at the outset of each initiative as per any project specific agreement.
- Promote the KCFF Program and its members jointly with CKL as well as independently to the extent feasible to support the goals of the program.
- Secure funds within annual PKED corporate budgets for collaborative and independent activities in support of the intentions of the AGREEMENT to the extent feasible. Contribute to the development of an annual KCFF Program budget.

**2.07 Decision Making:** Matters relating to the KCFF program will be decided by consensus:

- by Staff Leads for each party, within the program work plan and program budget;
- by the KCFF Management Committee, determining the strategic priorities, program work plan and program budget; and
- by higher levels of authority such as senior staff and/or governing bodies of the parties as required by corporate policies where there are larger financial commitments and scope.

**2.08 Operations:** Daily operation and implementation of the KCFF program will be by the designated Staff Support and Leads identified by CKL and PKED, with the intent that staff from each organization primarily, but not exclusively, provide member support and customer service to businesses and consumers from their respective geographical areas. Where there is collaborative activities or external customer inquiries Staff

Support and/or Leads will endeavour to share the work equally as is reasonable, unless decided otherwise by the KCFF MANAGEMENT COMMITTEE or by a project-specific agreement.

**2.09 Staff Support and Leads:** Staff support for the KCFF program will be identified by CKL and PKED as available, and required to support ongoing operations and projects approved by the KCFF MANAGEMENT COMMITTEE in support of the intentions of the AGREEMENT to the extent feasible.

Staff Lead for CKL: Economic Development Officer – Agriculture

Staff Lead for PKED: Rural Economic Development Officer

### ARTICLE 3.0: **Reporting/Contracts**

**3.01 Responsibility:** CKL Manager of Economic Development and PKED President/CEO will jointly oversee the overall strategic relationship to meet the objectives of the AGREEMENTs that flow from it.

**3.02 Delegation:** The Manager and the President/CEO 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 four years by both parties commencing two years from the date of it first coming into force. An Interim Progress Report shall be prepared annually for review by the Manager and President/CEO, and a Progress report shall be prepared and presented to the governing bodies of the partner organizations at least once during each term of municipal council.

### ARTICLE 4.0: **Funding**

**4.01 Operational Funding:** Ongoing activities will require a level of funding determined through the development of the annual KCFF Work Plan and Budget by the KCFF MANAGEMENT COMMITTEE and supported by CKL and PKED annual budget processes. Where financial support for a collaborative KCFF project is provided by one party to the other, having the lead for a project, the receiving party will track receipts and spending and report annually to the other party through financial statements.

**4.02 Funding Agreements:** Specific initiatives within this strategic framework may be documented in separate agreement(s) as deemed appropriate by the KCFF MANAGEMENT COMMITTEE where substantial financial commitments are involved.

**4.03 Purchasing Policy:** When one party takes the lead on any initiative that requires engagement of external vendors on behalf of both parties, that organization's Purchasing Policy shall apply. Where one party takes the lead on a project which involves collection of receipts from the other party, members or participants, that party

will be responsible for invoicing, reconciliation, payables and generating financial statements as applicable.

#### ARTICLE 5.0: **Miscellaneous**

5.01 **Notice:** The Notice provisions of Section 5.13 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 subclause 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 CKL and PKED 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 and governed by the laws of the Province of Ontario.

5.08 **Freedom of Information:** CKL and PKED acknowledge that this AGREEMENT is a public document and that both parties are required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, 1990, as amended. To meet these requirements, both parties will maintain all documents pertaining to the activities identified in the Framework (2.0) of this AGREEMENT in accordance with their Record Retention schedules.

5.09 **Ownership of Property:** Any brand name, logo, graphic or design of KCFF will be the property of CKL and PKED. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with CKL and PKED. Upon termination of this AGREEMENT, should one party choose to continue with the KCFF Program, the ownership of property will be transferred to the party which assumes management of the KCFF program.

**5.10 Accessibility:** CKL and PKED are committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and are bound by the Standards under the Accessibility of Ontarians with Disabilities Act (AODA), 2005, as amended.

**5.11 Counterpart:** This AGREEMENT may be executed and delivered by electronic means in counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same AGREEMENT. The Parties agree that electronic signatures will have the same legal effect as original (i.e. ink) signatures and that an electronic, scanned, or duplicate copy of any signatures will be deemed an original and may be used as evidence of execution.

**5.12 Independent Legal Advice:** CKL and PKED acknowledge that it has either received or waived the benefit of its own legal advice with respect to the execution of this AGREEMENT.

**5.13 Notice and Cancellation:** 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 CKL:                   City of Kawartha Lakes  
                                ATTENTION: Manager, Economic Development  
                                180 Kent Street West, Lindsay, ON K9V 2Y6  
                                rmustard@kawarthalakes.ca 705-324-9411 extension 1395

TO PKED:               Peterborough & the Kawarthas Economic Development  
                                ATTENTION: President & CEO  
                                270 George Street North, Suite 102, Peterborough, ON K9J 3H1  
                                rkeenan@peterboroughed.ca 705-760-2127

**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

**THE GREATER PETERBOROUGH AREA ECONOMIC DEVELOPMENT  
CORPORATION**

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CHAIR, BOARD OF DIRECTORS

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PRESIDENT/CEO

Having Authority to Bind the Corporation