

PARTNERSHIP AGREEMENT

THE AGREEMENT is effective as of December 31, 2024

B E T W E E N :

The Corporation of the City of Kawartha Lakes

(the "City")

- and -

Community Foundation of Kawartha Lakes

(the "Partner")

Partner's Mission:

The Partner is a valuable community asset, created by and for the people of Kawartha Lakes. The Partner's mission is to connect individuals, families, and businesses with causes that inspire them. As a registered charity and public foundation, the Partner not only carries out its own charitable activities but also has the unique ability to attract, manage, and distribute funds.

Purpose:

The City and the Partner will collaborate on community-focused projects where both Parties have a shared interest, such as City-owned lands, City-endorsed projects, social services, environmental initiatives, and community development.

The Partner will create and maintain annual reports on community well-being, supported by recognized indicators and measures.

City Funding:

In exchange for the commitments of the Partner set out in this Agreement, the City commits to funding the Partner as follows:

Component	Business Unit	2024	2025	2026	2027	2028
Community Social Investment Fund / Social Sustainability Fund	Human Services Administration 16500.77750	\$110,308	\$145,308	\$145,308	\$0	\$0
Operational Funding	10590.77753 A 004100052	\$28,000	\$84,000	\$14,000	\$0	\$0
Vital Signs Program	10590.77753 A 00431676	\$0	\$50,000	\$75,000	\$100,000	\$125,500

Collectively, the "Funds". The Funds will be paid to the Partner by the City on or before December 31, of each calendar year.

Any City funding requests from the Partner beyond 2028 to be negotiated, identified and approved by Council in a revised Partnership Agreement.

City Staff Resources:

In exchange for the commitments of the Partner set out in this Agreement, the City commits to supporting the Partner with the following staffing resources:

The Human Services Department will provide the support necessary for the Partner to meet its service commitments pertaining to the Social Investment Fund administration.

The Corporate Services Department will provide the support necessary for the partner respecting operational and Vital Signs program funding, reporting and liaison. Specifically, the Strategy & Innovation Division, the Director of Corporate Services, and the Treasurer will provide the necessary support.

Services:

The following represent the general activities of the Partner related to the funding:

1. Administer the Social Sustainability Funds for the City. More specifically:
 - a. Establish a Social Sustainability Fund. The three years of “seed” money from the City will establish that fund.
 - b. Work with the Human Services Department for the City in the design and establishment of the new fund.
 - c. Work with the Human Services Department for the City in designing the decision-making framework for fund allocation, and determining which entities will receive funding, when and to what quantum, until the equivalent of \$110,308 has been disbursed or invested in 2025 and until the equivalent of \$145,308 has been disbursed or invested in each of 2026 and 2027.

The following represents the general activities of the Partner following the disbursement of the Social Sustainability Funds: The Partner will solely grow the fund, and administer it and manage it with limited input from the City as above-noted.

2. Vital Signs Program: Administer the Vitals Signs Program on behalf of the City, implementation including, but not limited to:

A standardized approach to measuring community well-being, developed in 2001 by the Toronto Community Foundation. Adapted and led nationally by the Community Foundations of Canada (CFC), and locally by community foundations across Canada.

A Community research program that uses local knowledge to measure the vitality of the community and support action towards improving collective quality of life. To include research through data collection and community consultation to identify issues areas AND celebrate areas where the community is thriving.

An evidence based, non partisan activity and program implementation designed to examine aspects of community well-being without bias.

Local data and local knowledge that is analyzed and shared back with the community, and informed from a variety of data sources to deepen the understanding from selected thematic areas. Theme areas including, but not limited to, local community dynamics and pressures, health and well-being, housing, food security, income, wealth, and poverty, arts and culture, the environment, public safety and security, youth and learning, work and the economy, and civic engagement and belonging.

Legal Relationship:

The Partner is a not-for profit corporation.

The property, revenue, expenses and assets of the Partner are entirely separate from that of the City. The use of the term “partner” is a nod to the City’s Strategic initiative of “partner and collaborate” within the Council-approved Strategic Plan for 2024-2027; the use is not to denote a legal partnership.

Audit and Reporting Requirements of the Partner:

1. The Partner is required to prepare an annual written report to the Council of the City by the end of Q1 each calendar year to outline the Partner’s achievements from the previous year that have been supported in whole or in part by the Funds. For clarification, the first annual report is due in Q1 2026.
2. The Partner is required to provide and make available to the City’s auditors upon request and at least annually all financial records relating to use of the Funds. Further, the Partner shall make any adjustments requested by the City’s auditors in ensuring proper accountability to the City and to the community.
 1. It is recognized that the Partner has its accounts reviewed annually by a chartered accountant. It is expected that this process will continue.
3. **Fund Management and Reporting:** The Partner will be responsible for receiving donations from third parties, issuing tax receipts, providing donation reports, and handling donor communications. All projects funded by the Funds will be governed by a standard fund agreement to ensure transparency and accountability.
4. The Partner will produce a Vital Signs Report annually for the City (per the Community Foundation of Canada), to measure and report on the progress towards goals and actions in the City’s Strategic Plan and Community Safety and Well-Being Plan.

Project Planning & Roles pertaining to Social Sustainability Funding:

In each case, the Partner and community project leaders will work closely with City staff for project planning, consultation, and disbursement planning. The City will coordinate with the Partner and provide necessary input and approvals in a timely manner to ensure smooth project execution.

1. In some cases, the City may play a primary role in project execution and resource management. In such cases, the Partner can forward private funding directly to the City for release, as necessary.
2. In other scenarios, community project leaders may manage project execution and resource management directly (i.e. hiring contractors or paying invoices). The Partner would either disburse funds to the group

pending their charitable status or coordinate with the City to establish a payment schedule for lump sum payments covering project costs.

Compliance with Law:

It is the responsibility of the Partner to comply with any applicable municipal, Provincial and Federal law including, but not limited to, the Canadian Income Tax Act, Ontario Employment Standards Act, and Canadian Copyright Act.

The Partner will have its own tax account with the Canadian Revenue Agency and will be responsible for submitting its own corporate tax returns. The Partner will be responsible for issuing receipts for third party donations for tax purposes.

Purchasing Policy:

In the event that the Partner uses the Funds to acquire goods or services, the Partner will obtain, where reasonably feasible, at least three comparable quotes and check references as a matter of due diligence prior to procuring the goods or services. The Partner will have regard to the City's Green Procurement Policy when purchasing goods and services.

Term and Termination

Term. This Agreement shall be effective as of December 31, 2024, and shall continue in force, unless earlier terminated as set out herein, for a period of 4 years. Subject to the written consent of both parties, this Agreement can be renewed for a further 4-year term.

Termination for Any Reason. This Agreement may be terminated by either party for any reason whatsoever upon six (6) months' written notice to the other party. Termination of this Agreement does not release either of the Parties from any obligations which accrued while the Agreement was in force. Any unspent Funds will be immediately returned to the City.

Termination for Breach. In the event of a default by the Partner of its obligations set out in this Agreement, the City shall give written notice of the default to the Partner, and the Partner shall remedy the default to the satisfaction of the City within fourteen days of receipt of the notice. Should the Partner not remedy the default to the satisfaction of the City within fourteen days, the City may terminate the Agreement. Termination of this Agreement does not release either of the Parties from any obligations which accrued while the Agreement was in force. Any unspent Funds will be immediately returned to the City.

Dissolution. In the event the Partner is dissolved or becomes insolvent, there will be no further payments made by the City in relation to this Agreement, and any unspent Funds will immediately be returned to City.

Indemnification:

Each Party agrees to indemnify the other against claims arising from its actions in connection with this Agreement.

Insurance:

The Partner will extend its Directors and Officers insurance to cover project committee members and volunteers.

Execution:

Execution of this Agreement may be made electronically, and wet signatures may be sent by electronic means, which signatures shall be treated as originals.

The Parties have executed the Agreement on the dates set out below.

Community Foundation

Date

[signing authority name and title]

Corporation of the City of Kawartha Lakes

Date

Cathie Ritchie, Clerk

Date

Doug Elmslie, Mayor

"We have authority to bind the corporation Pursuant to Council Resolution CW2024-138 and Council Resolution CR2025-_____"