

PARTNERSHIP AGREEMENT

THE AGREEMENT is effective as of [date]

B E T W E E N :

The Corporation of the City of Kawartha Lakes

(the "City")

- and -

Kawartha Lakes Museum and Archives

(the "Partner")

Partner's Mission:

The Partner is dedicated to increasing community awareness and appreciation of local heritage. It seeks to inspire and engage with the public through museum operations, cultural exhibits, events, and partnerships within its community.

City Funding:

In exchange for the commitments of the Partner set out in this Agreement, the City commits to donating to the Partner as follows: \$125,000 for the years of 2025, \$128,750 for 2026 and \$132,613 for 2027 (representing a 3% annual escalation). The donation is for the purpose of supporting the day-to-day museum operations, staffing, and maintenance of the Partner's activities and exhibitions.

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 Development Services Department, Clerks' Office, and the Community Services Department will provide support in the form of advice, day-to-day liaison with the City, access to resources for curation and collections care, assistance with the Partner's

repatriation objectives as part of its Truth and Reconciliation initiatives, updates on program and promotional ideas and initial assistance in their implementation to the degree resources are available.

Services:

The following represent the general activities of the Partner:

Operate a museum located at 50 Victoria Avenue North, Lindsay, ensuring that it remains open to the public and serves the cultural and educational needs of the community.

Legal Relationship:

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.

Tenancy:

The Partner is the tenant of the City. The tenancy agreement, signed in 2020, binds the parties to 2041 and provides the Tenant free space, inclusive of water and hydro. The City is responsible for all capital work and maintenance.

Audit, Recognition, and Reporting Requirements of the Partner:

1. The Partner is required to recognize the donation contribution of the municipality on its website and at events. The City logo must be used according to the brand guidelines.
2. The Partner will attend a mid-year check-in meeting with the Development Services Department.
3. 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. The annual written report will include:
 1. A sample of marketing and promotion materials that include the City logo
 2. A list of public recognition activities and media coverage
 3. High resolution images for use in City of Kawartha Lakes promotions; 10 photos with crowds (multiple people), and, One (1) video

4. Project impact, including Number of events hosted, Number of event attendees, Number of volunteers, Number of visitors
5. Two (2) testimonials from a visitor, Board, staff and/or stakeholder up to 500 words.
6. The Partner will have its accounts reviewed annually by a chartered accountant. A copy of the audit will be provided to the City. 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.

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, and Canadian Copyright Act.

Purchasing Policy:

In the event that the Partner uses the Funds to acquire goods or services exceeding \$5,000, the Partner will obtain at least three comparable quotes and check references as a matter of due diligence prior to procuring those goods or services. The Partner will have regard to the City's Green Procurement Policy when purchasing goods and services meeting this threshold.

Truth and Reconciliation with Indigenous Peoples:

The Partner has demonstrated its commitment to reconciliation with the Indigenous Peoples of Canada by committing to creating a Truth and Reconciliation Policy, as part of its Strategic Plan. In the interim, the Partner will take guidance from the relevant policies that have been adopted by Council of the City, following consultation with the Williams Treaties First Nations. These four policies establish procedure around land acknowledgment, repatriation, education and consultation, and are found on the City's website at: <https://www.kawarthalakes.ca/en/living-here/first-nations.aspx>

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.

Kawartha Lakes Museum and Archives

Date

Kristina Miethner, Board President

Corporation of the City of Kawartha Lakes

Date

Doug Elmslie, Mayor

Date

Cathie Ritchie, Clerk

“We have the authority to bind the corporation
Pursuant to Council Resolution CR2025-_____”