

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 Art Gallery

(the "Partner")

Partner's Mission:

The Kawartha Art Gallery is dedicated to advancing a healthy rural creative economy through engaging art and cultural programs and services.

City Funding:

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

\$200,000.00 payable in 2025 and \$200,000.00 in 2026. The first payment is due upon execution of this agreement. The subsequent payment is due on January 15, 2026.

On or in advance of July 1, 2026, the Partner may ask for funding for 2027 and beyond. Any commitment for future funding will be evidenced by further, written, signed agreement.

The donation is for the purpose of supporting the day-to-day operations, staffing, and maintenance of the Partner's art gallery operations, activities and exhibitions.

Term:

This Agreement will be in force and effect from execution (in or around February 2025) to December 31, 2026.

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:

1. Public art gallery.

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 donate a legal partnership.

Tenancy and historical funding arrangements:

The Partner is the tenant of the City at 190 Kent Street West, Lindsay (tenancy number 2015-1848). The Partner paid fair market rent under the tenancy agreement from 2001 to May 1, 2014. Pursuant to Council Resolution CR2014-426, carried at Council on Tuesday, April 22, 2014, Council elected to waive the rental fees and fund the Partner in the amount of \$3,389.04 per month until such time as the Heritage and Cultural Master Plans are received and endorsed by Council.

This waiver and funding was provided on the following conditions:

1. The Partner provide the City an Annual Budget in a format satisfactory to the Director of Corporate Services; and

2. The Partner provide the City with a quarterly financial update in a format satisfactory to the Director of Corporate Services.

The Partner is scheduled to relocate to private property at 19 Cambridge Street in late Summer- early Fall 2025.

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 follow the reporting requirements of the Economic Development Fund Policy and associated Guidelines.
- 4) 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 the 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. The Partner will have its accounts reviewed annually by a chartered accountant. A copy of the review will be provided to the City.

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 of a value of \$5,000.00 or greater, the Partner will obtain at least three comparable quotes and check references as a matter of due diligence prior to procuring the goods or services meeting this monetary threshold. The Partner will have regard to the City's Green Procurement Policy when purchasing goods and services.

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 Art Gallery

Date

Don Hughes, Board Chair

Date

Susan Taylor, Executive Director

Corporation of the City of Kawartha Lakes

Date

Doug Elmslie, Mayor

Date

Cathie Ritchie, Clerk

“We have authority to bind
The corporation pursuant to CR2025-____”