

# **Memorandum of Understanding**

This memorandum of understanding (MOU) made this 6th day of June 2023, in duplicate between:

**The Corporation of the Municipality of West Grey**

(referred to in this MOU as “Municipality”)

-and-

**The West Grey Durham Lions Club**

(referred to in this MOU as “Lions Club”)

This MOU sets forth the terms and understanding between the municipality and the Lions Club:

WHEREAS the West Grey Durham Lions Club, Ontario Canada has established a tradition of generous support of community projects in the Municipality of West Grey; and

WHEREAS the Lions Club has expressed a desire to establish a dog park in the Town of Durham; and

WHEREAS this MOU will set the foundation for the partnership of a community-wide initiative to create a dog park in Durham. The goal of the initiative is to ensure as many community partners, businesses and residents have an opportunity to donate, contribute in-kind materials and labour and then enjoy economic and social benefits of the new dog park.

NOW THEREFORE be it resolved that the above goals will be accomplished by undertaking the following activities and that the municipality and the Lions Club agree as follows:

- 1) The Lions Club will, at its sole cost:
  - a) assume the role as project manager and lead.
  - b) spearhead all fundraising efforts, including collection of funds, receipts and financial reconciliation.
  - c) appoint a member liaison to work with the municipality on an ongoing basis.
  - d) solicit all donations, additional partners, in-kind opportunities and contractors as necessary to complete the project.
  - e) complete the landscaping according to an approved plan and in accordance with all applicable laws including accessibility and drawings as approved by the municipality.
  - f) work with the municipality to design signage in accordance with municipal communications policy, including accessibility requirements and best practices.

- g) ensure that enough funds are present at the municipality to pay invoices submitted
- h) work with the finance team at the municipality to reconcile expenses, remittances (HST) and donations requiring receipts.

2) The municipality will;

- a) permit the installations of the agreed upon landscaping elements approved by the municipality.
- b) be responsible for placing the sign and posts at each end of the project construction site, as required for public safety.
- c) collaborate on all aspects of the design on the project,
- d) maintain the park at its cost upon completion of the project. It is acknowledged by both parties that the park property and the landscaping contributed by the Lions Club upon completion is owned by the municipality and maintenance will be provided for in the municipality's annual budget.
- e) collaborate with the Lions Club Project Manager to determine and implement necessary safety measures and access to the site during construction phases of the project
- f) reconcile all donations, contributions, HST rebates and invoices with the Treasurer of the Lions Club on an ongoing basis and provide tax receipts for donations eligible for these.
- g) collaborate with the Lions Club in planning the festivities to celebrate the park's completion

**Duration:**

This MOU is at-will and may be modified by mutual consent of authorized officials from the municipality and Lions Club. This MOU shall become effective upon signature by the authorized officials from the municipality and Lions Club and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from municipality and Lions Club this MOU shall end on completion of project.

**Insurance and Indemnification:**

During this MOU, the Lions Club agrees to provide and maintain in full force and effect a minimum of \$2,000,000.00 comprehensive liability insurance coverage including, but not limited to: member liability insurance, special event insurance, naming the municipality as additional named insured with respect to the dog park project and provide a copy of the insurance certificate to be filed with the municipality.

Further, the Parties hereby agree to indemnify and save harmless the other Party, its servants, agents and employees from and against all manner of rights, liabilities, claims, actions and demands whatsoever including all costs, charges and expenses reasonably incurred by the Party in connection therewith.

**Notice of Service:**

If any notice or other communication is required to be made under this MOU, it may be delivered in person, by facsimile, by prepaid mail or e-mail as follows:

Notice to the Municipality:

Municipality of West Grey  
402813 Grey Road 4  
Durham ON N0G 1R0  
info@westgrey.com

Notice to the Lions Club:

West Grey Durham Lions Club  
PO Box 296  
Durham, ON N0G1R0  
info@wgdliions.ca

The Parties have executed this MOU on the date first written above.

**The Corporation of the Municipality of West Grey**

\_\_\_\_\_  
Laura Johnston, CAO/Deputy Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kerri Mighton, Director of Finance/Treasurer

\_\_\_\_\_  
Date

**West Grey Durham Lions Club**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

I have the authority to bind the West Grey Durham Lions Club.