

Memorandum of Understanding

This Agreement made this 4th day of May 4, 2021, in duplicate between:

The Corporation of the Municipality of West Grey

(referred to in this Agreement as “Municipality”)

-and-

The West Grey Durham Lions Club

(referred to in this Agreement as “Lion Club”)

This Memorandum of Understanding (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 voted in recognition of the 100th anniversary of Lions Clubs International that their major campaign for 2020-2022 will be a fundraising drive to revitalize the park at the Heritage Walkway Bridge in Durham.

And whereas this MOU will set the foundation for the partnership of a community-wide initiative to revitalize the park at the Heritage Walkway Bridge 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 revitalized 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 the approved plan attached and in accordance with all applicable laws including accessibility and drawings as approved by the Municipality.
 - f) Ensure that enough funds are present at the municipality to pay invoices submitted
 - g) 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 bridge and for closing the bridge during the project and when required for public safety.
 - c) collaborate on all aspects of the electrical redesign 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 demolition and 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) provide in-kind support to the project to include:
 - i) assumption of all costs related to permits and disposal fees
 - ii) re-purposing of existing benches, and other elements of the project to be removed . transport the Miller bench to the Miller family. The Mighton bench to be repurposed according to the terms of the legacy.
 - iii) storage of light standards and the heritage bridge sign for use at a later date in the park
 - iv) provide interim bridge financing as required to the project
 - v) gravel
 - vi) partner with the Lions Club in any relevant government or Trillium grant applications
 - vii) collaborate with the Lions Club in planning the festivities to celebrate the parks 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 Heritage Walkway 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 Agreement, it may be delivered in person, by facsimile, by prepaid mail or e-mail as follows:

Notice to the Municipality: Genevieve Scharback, Clerk
Municipality of West Grey
402813 Grey Road 4
Durham ON N0G 1R0
gscharback@westgrey.com

Notice to the Lions Club: Andrew McGreggor, President
Durham, ON N0G1R0
info@wgdlions.ca

The Parties, intending to be legally bound, have executed this Agreement on the date first written above.

The Corporation of the Municipality of West Grey

Christine Robinson, Mayor

Date

Genevieve Scharback, Clerk

Date

West Grey Durham Lions Club

Andrew McGreggor, President

Date

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