



CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

Memorandum of Understanding

-Between-

The Municipality of South Huron

“The Municipality”

And

Thames Road Elimville Community Park Committee

“The Committee”

Preamble

The Thames Road Elimville Community Park Committee (The Committee) coordinates and sustains a multi-use park so that it can continue offering a publically-accessible green space for the people of South Huron and beyond.

Purpose of the Memorandum of Understanding (MOU)

The development of a Memorandum of Understanding (MOU) will assist The Committee to formalize a working relationship with the Municipality of South Huron and assist in a sustainable publically-accessible green space for the people of South Huron and beyond.

The development of this MOU supports three pillars within the Municipality of South Huron Strategic Plan. These pillars are as follows:

- **Improved Recreation and Community Well-being**
South Huron is a beautiful place to live. Ensuring this condition continues to exist is the responsibility of everyone, and requires equal attention to the needs of both our urban and rural areas. Sustainable and principled growth is about balancing this condition, defining South Huron as a desirable community through: heritage, culture, tourism, recreation, the natural environment and municipal investment in building communities.



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- **Increased Communications and Municipal Leadership.**
A central element of civic participation and community building is an informed and engaged public. South Huron must strive to ensure that the means and methods for all residents to actively participate in the wide range of events, opportunities, and decisions impacting the community are in place. This will require that systems and places for dialogue and consultation are actively pursued for residents, staff, council and others.
 - **Transparent, Accountable and Collaborative Governance**

Terms of the Memorandum of Understanding (MOU)

The Municipality of South Huron and the Thames Elimville Community Park Committee agree to the following:

Responsibilities of the Municipality of South Huron

The Municipality will be responsible for the following:

1. Work with The Committee in a cooperative manner
2. The Municipality will agree to assist The Committee in the amount of \$5,000 per year.
3. Funding will be subject to an annual reconciliation presented to Council with a Business Plan presented for further financial support for Council's consideration.

Responsibilities of the COMMITTEE

The COMMITTEE agrees to the following:

1. The COMMITTEE agrees to maintain an overall organizational structure consisting of at minimum a president, secretary and treasurer.
2. The COMMITTEE will indemnify and save harmless the Municipality from all costs, losses, damages, judgements, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by The COMMITTEE, its directors, officers, employees, agents or volunteers in connection with



services provided, purported to be provided or required to be provided by The COMMITTEE pursuant to this MOU.

3. The COMMITTEE will obtain and maintain in full force and effect during the term of this MOU, general liability insurance in the amount of \$2,000,000 in respect of this MOU. The insurance policy shall,
 - (a) Include as an additional insured The Corporation of the Municipality of South Huron in respect of and during the provision of services outlined in this MOU
 - (b) Contain a cross-liability clause endorsement; and
 - (c) Contain a clause including liability arising out of the MOU.
4. The COMMITTEE agrees to submit and provide proof of insurance on an annual basis for The COMMITTEE and any other third party providers.
5. The COMMITTEE agrees that it shall report to the Municipality a consolidated report of all revenues and expenditures based on the operating year of January 1 to December 31 inclusive.
6. The COMMITTEE agrees to assign one (1) designated point of contact to the Municipality.
7. The COMMITTEE may at any time make a request of the Municipality for any extraordinary items.

Mutual Responsibilities

1. Both parties agree that the priorities outlined above is the scope and purpose of the MOU.
2. Both parties agree to work collaboratively.
3. Both parties agree to meet annually to review the partnership and report as appropriate to the Municipality of South Huron and The COMMITTEE.

This Memorandum is in full force and effect until superseded or cancelled by either party.



CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

Thames Road Elimville Community
Park Committee

Date

Thames Road Elimville Community
Park Committee

Date

Municipality of South Huron

Date

Municipality of South Huron

Date