



MEMORANDUM OF UNDERSTANDING



MEMORANDUM

Dated.....2017

Between:
Wingham and District Horticultural Society
AND
Township of North Huron

WHERE AS:

The Wingham and District Horticultural Society is a member of the Ontario Horticultural Association. Since 1966, the Society has been devoted to beautifying the local parks, planting areas, and public gardens in the Wingham area. Members contribute their time and Society resources to improve municipal property. The Society is a valuable resource to the Township of North Huron. Members of the Wingham and District Society are not employees of the Townships of North Huron.

THIS MEMORANDUM OF UNDERSTANDING (MOU)

1. COMMENCEMENT

The MOU becomes effective when signed and dated by both parties.

1. DURATION

This MOU will continue indefinitely until terminated in accordance with Section 8 or until such time as the Wingham and District Horticultural Society ceases to exist, or until such time as a revision of this Memorandum of Understanding is signed by both parties, replacing this MOU agreement.

2. MODIFICATIONS

Additions or modifications to this MOU must be made in writing and signed by the authorized representatives of both parties.

1. INTENT OF THIS MOU:

- ☐ The purpose of this Memorandum is to provide a framework for the relationship between the Wingham and District Horticultural Society and the Township of North Huron.
- ☐ The two parties agree to work together in partnership for the beautification of the parks in the Wingham area while ensuring the safety of employees of the Township of North Huron and members of the Wingham and District Horticultural Society.

2. TOWNSHIP OF NORTH HURON’S OBLIGATIONS

- ☐ The municipal lands owned by the Township of North Huron are ultimately the responsibility of the Township of North Huron.
- ☐ A member of the North Huron Recreation and Facilities Department, delegated by the Director of Recreation and Facilities will be the primary contact for the Wingham and District Horticultural Society. This primary contact will provide advice on municipal operational policies and procedures, municipal budget expenditures, planning for the maintenance of parks, planting areas, and public gardens in the Wingham Area.
- ☐ Host a meeting annually with the Wingham and District Horticultural Society representative to establish plans for the parks, planting areas, and public gardens in the Wingham Area for that calendar year.
- ☐ The Township agrees to waive any rental fees associated with events organized by the Wingham and District Horticultural Society, such as dedications and celebrations to be held in the municipal parks, planting areas and public gardens. All other Township policies and procedures associated with a rental permit must be adhered to by the Wingham and District Horticultural Society.

3. WINGHAM AND DISTRICT HORTICULTURAL SOCIETY OBLIGATIONS

- ☐ The Society will maintain membership in the Ontario Horticultural Association. The Wingham and District Horticultural Society will operate under the governance, policies and mandate of the Ontario Horticultural Association under the authority of the *Agricultural and Horticultural Organizations Act*, R.S.O. 1990.

- The Society is responsible for managing its' own funds. The Town of North Huron has no authority over of any funds belonging to the Society. The Society may choose to donate Society funds to any municipally approved capital or maintenance project with the approval of Society membership.
- The Society will work with the Township of North Huron to provide resources and recommendations to create a positive community image by improving and fostering tidiness, community participation and visual appeal in the local parks, planting areas and public gardens.
- The Society will appoint one member to represent the needs, desires, and projects of the Society. This member will be the formal point of contact between the Wingham and District Horticultural Society and the Township of North Huron. This appointed member will make all requests to the Township's primary contact and be responsible for reporting back to Society members.
- The Society will submit recommendations to the Township of North Huron's primary contact, regarding its' annual initiatives and funding needs for the upcoming year. The recommendations will be considered by the Recreation and Facilities department during budget deliberations, and will be presented to North Huron Council for consideration as a donation request.
- The Society will require permission for any major changes to plantings within parks and public gardens on municipally owned property. Any improvement permanently installed in the parks, planting areas, or public gardens must have prior written approval by the Township of North Huron. The value of any permanent asset will be identified in the Township asset management plan, and will be owned by the Township of North Huron. The Society will establish a value, life expectancy, maintenance plan, and removal or replacement plan for the improvement before the project can be installed on municipal property.
- The Society will ensure members are made aware of any risks associated with working on municipal property, and provide necessary training for the safety of Society members.
- The Society representative will communicate any damages, safety concerns or vandalism to the North Huron Recreation and Facilities department primary contact.

4. INDEMNITY

- Each party is responsible for its' own negligent acts.
- The Wingham and District Horticultural Society shall indemnify the Township of North Huron from fines, suits, claims, demands from any loss, damage, or injury suffered by any Society member resulting from negligence, willful misconduct or default on the part of the Wingham and District Horticultural Society.
- If any injury results from negligence on the part of the Township to a Society member, the Wingham and District Horticultural Society will not indemnify the Township. This will include any fines, suits, claims, demands and actions of any kind resulting from the action, neglect, negligence, willful misconduct or default by the Township of North Huron, its employees or members of Council.

5. INSURANCE

- The Wingham and District Horticultural Society obtains its' liability insurance coverage from the Ontario Horticultural Association. Annually the Wingham and District Horticultural Society will provide the Township of North Huron with a' proof of insurance certificate', naming the Township of North Huron as an additional insured.

6. NOTICES

- Notices must be in writing, signed by, or on behalf of the sender. The notices must be addressed to the recipient and delivered to the recipient's address either by pre-paid mail, facsimile or email. Any facsimile or email delivery requires confirmation of receipt by the sender.

7. DISPUTE RESOLUTION

- If a dispute arises regarding the intention and or interpretation of this MOU, the issue shall be resolved between The Wingham and District Horticultural Society and the Director of Recreation and Facilities of the Township of North Huron through a discussion. If a resolution cannot be reached, the dispute can be referred to the Council of the Township of North Huron for a decision.

Both parties, (the Wingham and District Horticultural Society and the Director of Recreation and Facilities of the Township of North Huron) can request the intervention of the Council.

8. TERMINATION

- Either party may terminate this arrangement without cause, by giving at least three (3) months' notice, or any period as may be mutually agreed to, with written notice to the other party.

EXECUTED AS A MEMORANDUM OF UNDERSTANDING

SIGNED for and on behalf of

THE WINGHAM AND DISTRICT HORTICULTURAL SOCIETY
By

Ann Inglis, President

Date:_____

Susan Watson, Secretary/Treasurer

Date:_____

Witness

Date:_____

Print Name:_____

SIGNED for and on behalf of

THE TOWNSHIP OF NORTH HURON

Neil Vincent, Reeve

Date:_____

Kathy Adams, Clerk

Date:_____

Witness

Date:_____

Print Name:_____