

Appendix C: City of Kimberley/Kimberley Nature Park Society Memorandum of Understanding

In March of 2002, the City of Kimberley and the Kimberley Nature Park Society signed a Memorandum of Understanding which formalized the relationship between the two groups and defined their roles regarding the stewardship of the Nature Park. The Memorandum is attached below.

P075

THIS MEMORANDUM OF UNDERSTANDING DATED FOR REFERENCE ON THE _____ DAY OF _____, 20__.

BETWEEN:

CITY OF KIMBERLEY, a body corporate having its office at 340 Spokane Street, Kimberley, British Columbia, V1A 2E8

(hereinafter referred to as the "City")

OF THE FIRST PART

AND:

KIMBERLEY NATURE PARK SOCIETY, a body corporate having its office at Post Office Box 398, Kimberley, British Columbia, V1A 2Y9 Incorporation No. S-0022895

(hereinafter referred to as the "Society")

OF THE SECOND PART

1. OBJECTIVES:

1.1 The City and the Society agree to cooperate in order to achieve the objectives and fulfill the commitments contained in the Management Plan referred to in License of Occupation No. 403232, which defines the Kimberley Nature Park (the "Park").

The Parties Agree As Follows:

1.2 The City will be responsible to ensure the Park is properly protected and managed, and the Province's requirements for continuing the License of Occupation are met.

1.3 The Society will be responsible for managing the Park on behalf of the City subject to the City's approval.

2. RELATIONSHIP BETWEEN THE CITY AND THE SOCIETY:

2.1 This Memorandum of Understanding provides a general framework for cooperation between the City, which holds a license over the land for the purposes of retaining it as a Nature Park, and the Society which is given a planning and stewardship responsibility by the City.

- 2.2 The parties will each designate a liaison representative who will be responsible for the on-going communications between the parties in relation to this Memorandum of Understanding.
- 2.3 The parties will form an Advisory Committee which will oversee the planning and management of the Park, and will serve as an ongoing communications conduit.
- 2.4 The Advisory committee will meet as necessary but at least once a year to:
- (a) review long and short term objectives;
 - (b) review management activities;
 - (c) ensure ongoing public input;
 - (d) address concerns of either party;
 - (e) review this Memorandum of Understanding.
- 2.5 The parties will maintain a cooperative relationship and will consult each other about planning or any other matters in or adjacent to the Park, which may affect the interests of the other party.

3. COMMUNICATIONS:

- 3.1 In dealing with the public, the media, and other levels of government, and in advertising, the City will not speak for the Society and the Society will not speak for the City, unless this has been previously agreed to. The role and contributions of each party will be appropriately recognized in media releases related to the Park.
- 3.2 Use of City or Society logos, trade marks, copyright, and any other intellectual property, will be according to the standards of each party and subject to obtaining written consent in advance.

4. FUNDRAISING AND SPONSORSHIP:

- 4.1 Fundraising activities related to the Park will be the responsibility of the Society and will be supported in principle by the City as a part of the Official Community Plan.

5. ACTS, BYLAWS AND REGULATIONS:

- 5.1 The activities of the Society shall be conducted in accordance with all applicable acts, laws, bylaws and regulations of federal, provincial and municipal governments.

6. INSURANCE:

- 6.1 The Society will take out and maintain public liability insurance protecting the City as an additional insured in the amount of \$5 million with respect to the activities in the Park. The City will reimburse the Society for the premium of the liability insurance.
- 6.2 The Society will ensure the insurance referred to above is in a form and by an insurance company or companies satisfactory to the City, and shall provide for 30 days notice of cancellation or amendments thereto.
- 6.3 The Society will take out and maintain Directors' and Officers' Liability insurance in the amount of \$1 million.

7. TERM, TERMINATION:

- 7.1 The term of this Memorandum of Understanding will be concurrent with the License of Occupation granted to the City by the Province, subject to any alterations and amendments as the parties may agree upon and subject to earlier termination in accordance with Article 7.2 hereunder.
- 7.2 Either party may terminate this Memorandum of Understanding by giving the other party at least ninety (90) days written notice of intent to terminate, including the reasons for termination.
- 7.3 Termination of this Memorandum of Understanding shall in no way prejudice the parties' rights to recover monies due, nor prejudice the right of any action which the parties may have with respect to breach of any covenant or agreement.

The parties have executed this Memorandum of Understanding as of the date of reference of this Memorandum of Understanding.

SIGNED ON BEHALF OF
CITY OF KIMBERLEY BY
ITS AUTHORIZED SIGNATORIES:

Authorized Signatory

Authorized Signatory

SIGNED ON BEHALF OF
KIMBERLEY NATURE PARK
SOCIETY BY ITS AUTHORIZED
SIGNATORIES:

Authorized Signatory

Authorized Signatory