

MEMORANDUM OF UNDERSTANDING

Dated this day of , 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(the “City”)

OF THE FIRST PART

- and -

YMCA OF NORTHEASTERN ONTARIO
(the “YMCA”)

OF THE SECOND PART

WHEREAS the Corporation of the City of Elliot Lake (the “City”) is a municipal corporation incorporated pursuant to the laws of the Province of Ontario.

AND WHEREAS the City owns the land located at 120 Hillside Drive North, Elliot Lake, Ontario also known as Collins Hall (“Collins Hall”).

AND WHEREAS the YMCA of Northeastern Ontario (“YMCA”) is Canada’s largest childcare provider and provides summer day camp services for communities.

AND WHEREAS the YMCA would like to host the 2024 Elliot Lake Summer Day Camp Program for the City’s community with the location of such summer camp to be at Collins Hall (“2024 Summer Day Camp”).

AND WHEREAS the City and the YMCA wish to enter into this Memorandum of Understanding (“MOU”) to document the terms and conditions for the 2024 Summer Day Camp Program that the YMCA will be hosting at Collins Hall for the community and residents of the City.

NOW THEREFORE the City and the YMCA hereto agree and covenant with one another as follows:

1. SCOPE AND PURPOSE OF MOU

- 1.1 The purpose of this MOU is to clearly identify and formally document the roles and responsibilities of each party as they relate to providing the 2024 Summer Day Camp programming for children at Collins Hall. The 2024 Summer Day Camp supports all families by providing a fun and engaging day camp that is safe and educational

facilitated through collaboration and partnerships to promote community health and well being for all.

- 1.2 Both the City and the YMCA agree to work co-operatively and collaboratively with each other and to carry out their respective obligations under the MOU in good faith in order to facilitate the operation of the 2024 Summer Day Camp.
- 1.3 The City shall permit the YMCA to operate out of the Collins Hall.

2. TERM

- 2.1 The term of this MOU shall commence on Tuesday, July 2, 2024 and shall conclude on Friday, August 23, 2024 with the hours of operation being Monday through Friday from 7:30 a.m to 6:00 p.m.
- 2.2 This MOU shall be in effect on the date of full execution or such other date as mutually agreed upon between the City and the YMCA.
- 2.3 This MOU shall be in full force an effect until either party issues formal written notice of no less than one week (7 calendar days) in advance to the other of its intent to terminate the obligations outlined in this MOU or on Friday, August 23, 2024, whichever is earlier.
- 2.4 The YMCA acknowledges and understands that Collins Hall has prior bookings for Thursday, August 22, 2024 and Friday, August 23, 2024 and the YMCA will be required to make alternate arrangements for the location of the 2024 Summer Day Camp from noon on Thursday, August 22, 2024 to the end of day on Friday, August 23, 2024.

3. THE CITY'S OBLIGATIONS

- 3.1 The City agrees that it will work collaboratively and cooperatively with the YMCA to support the use of Collins Hall. Without limiting the generality of the foregoing, the City shall:
 - (a) provide a representative to act as a liaison between the YMCA and the City;
 - (b) provide Collins Hall at no charge to the YMCA for the 2024 Summer Day Camp program participants to participate in camp activities, which will include access to washrooms, running water, electricity, tables, and chairs & recreational equipment;
 - (c) ensure that Collins Halls is open for drop-off hours starting at 7:30 a.m;
 - (d) provide an in-kind contribution in the amount of \$2000.00 for the purposes of supplies paid by way of invoice submission.

- 3.2 The City agrees that it will negotiate in good faith and to seek approval from its Council for authorization to finalize such further agreements or documents with the YMCA as may be required in order to fulfil the objectives set out in this MOU.

4. YMCA OBLIGATIONS

- 4.1 The YMCA agrees that it will work collaboratively and cooperatively with the City to support the operation of the 2024 Summer Day Camp program. Without limiting the generality of the foregoing, the YMCA shall:
- (a) market and promote the 2024 Summer Day Camp through YMCA portals of choice at its sole expense;
 - (b) determine and collect registration fees and forms for 2024 Summer Day Camp program participants and handle all registrations through its online website;
 - (c) manage all aspects of staffing to operate services for the 2024 Summary Day Camp program operations.
 - (d) communicate any changes or cancelation of operating hours scheduling to City staff & registered program participants;
 - (e) ensure all end-of-day closing duties are executed as directed by City staff and that the Collins Hall is locked daily at the specified closing time of 6:00 pm;
 - (f) forthwith report to City staff any facility issues or concerns of any kind;
 - (g) work closely with City staff to ensure a healthy and well-executed 2024 Summer Day Camp program.

5. INDEMNITY

- 5.1 The YMCA shall, during and following the term of this MOU, indemnify and save harmless the City, its Council and/or committee/board members, officers, employees, agents and volunteers from and against any and all third party claims, actions, claims, losses, expenses, costs, demands, suits, complaints and damages of every nature and kind whatsoever based upon, occasioned by or attributable to anything done or omitted to be done by the City, its Council and/or board members, officers, employees, agents or volunteers in connection with or arising out of this MOU.

6. INSURANCE

- 6.1 YMCA shall carry comprehensive public liability insurance in the amount of five million dollars, with an insurer and shall provide the certificate of insurance to City administration evidencing that the City is an additional named insured.

7. NOTICES

- 7.1 Any written notice given within the 7 days set out in this MOU pursuant to this MOU must be addressed to the parties as follows:

- (a) The Corporation of the City of Elliot Lake

45 Hillside Drive North,
Elliot Lake, Ontario P5A 1X5

Attention: Chief Administrative Officer

- (b) Sudbury YMCA

140 Durham Street
Sudbury, Ontario P3E 3M7

Attention: Helen Francis— President and CEO YMCA
of Northeastern Ontario

- 7.2 If hand delivered, the notice is effective on the date of delivery; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

8. GENERAL

- 8.1 Notwithstanding the terms and obligations of the City under this MOU nothing herein shall be intended to operate to in any way fetter the discretion of the City's Council from exercising any of its discretionary powers, duties or authorities at law.
- 8.2 This MOU shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.
- 8.3 Should any provision(s) of this MOU be found to be void or unenforceable for any reason whatsoever, such provision(s) only shall be expunged and severed from the MOU and the balance of the provisions in the MOU shall remain in full force and effect.
- 8.4 This MOU will be collaboratively reviewed by both parties on an as needed basis and shall not be amended except by written mutual agreement between both parties.
- 8.5 Neither party shall be in default with respect to the performance or non performance of the terms of this MOU resulting directly or indirectly from causes beyond its

reasonable control that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority, plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party.

- 8.6 Nothing herein contained shall make, or be construed to make the City or the YMCA a partner of one another nor shall this MOU be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose between the City and the YMCA or between the City, the YMCA and a third party. Nothing in this MOU is to be construed as authorizing one of the YMCA or the City to contract for or to incur any obligation on behalf of the other or to act as agent for the other.
- 8.7 This MOU supersedes any agreement, verbal or otherwise between the City and the YMCA with respect to the premises herein and shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be duly executed as of the date first written above.

**SIGNED, SEALED &
DELIVERED**


**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**

Mayor

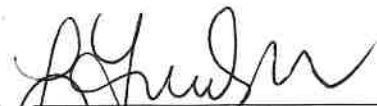
City Clerk

We have the authority to bind the
corporation.

**YMCA OF NORTHEASTERN
ONTARIO**



Witness
Vice President of
Health & Wellness



President and CEO YMCA
of Northeastern Ontario

