

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF CORNWALL
(hereinafter called the “**City**”)

-and-

YOUR ARTS COUNCIL
(hereinafter called “**YAC**”)

WHEREAS the City feels that YAC has the necessary experience and abilities to provide services to the Community; and

WHEREAS YAC is agreeable to providing such services to the Community; and

WHEREAS the Parties wish to enter into a Memorandum of Understanding setting out the terms and conditions of the Agreement for services and payment for such;

NOW THEREFORE IN CONSIDERATION of the terms and conditions contained herein and other valuable consideration, the City and YAC agree as follows:

1. **Definitions**

In this Agreement;

- a) “**Agreement**” means this Memorandum of Understanding (MOU), including all schedules, and all amendments, or restatements as permitted;
- b) “**Community**” means the residents, businesses, and visitors of the City of Cornwall;
- c) “**Contribution**” means the financial funding provided to YAC from the City;
- d) “**Parties**” means collectively the City and YAC, and “**Party**” refers to either the City or YAC.
- e) “**Region**” means the City of Cornwall, Akwesasne, and the United Counties of Stormont, Dundas, and Glengarry.
- f) “**Term**” is the period from the date the MOU is ratified and shall continue in effect until December 31, 2024.

2. **Purpose**

The purpose of this Agreement is to ensure that both Parties have a clear understanding of their respective interests and distinct roles.

3. **Term of the Agreement**

The Term of the Agreement shall commence as at the date the MOU is ratified and shall continue in effect until December 31, 2024.

4. **YAC and its Obligations under the MOU**

Your Arts Council, formed in 2012 through a recommendation in the 2009 CultureScape report, is a regional Arts Council serving Cornwall, Akwesasne, and the United Counties. It declared its independence in 2014 as a not-for-profit organization and has been serving the Region since. The mandate of YAC is driven by a mission to contribute to the development and sustainability of arts and culture for this Region. Your Arts Council is a resource and support for the visual, performing, and literary arts sector with the goal/result where artists are successful, encouraged, acknowledged, celebrated, and respected by the Region.

For the term of this Agreement, YAC will render services to the Community by delivering its events and programs, including Apples & Art, Cornwall Art Walk, La ruche d'art Cornwall Art Hive, the/le Spectacle, and other programs.

YAC agrees all publications will include an acknowledgment of the funding provided by the City. Prior to including an acknowledgment in any publication, YAC will obtain the City's approval of the form of acknowledgement.

Your Arts Council may not assign its rights or obligations under the Agreement to any other party.

Each year of the Agreement, YAC will provide the City with the following: Minutes from Annual General Meeting, list of current Board of Directors, annual audited Financial Statements including the budget proposal for the following year, and an annual presentation to City Council.

5. **The City and its Obligations under the MOU**

The Corporation of the City of Cornwall is a single tier municipality in the province of Ontario. The City delivers a wide range of services that are necessary or desirable to maintain a safe and viable community; foster economic, social, and environmental well-being; and provide stewardship of public assets.

For the term of this Agreement, the City will transfer \$25,000 in each of the years, 2023 and 2024, for Community events and programs delivered by YAC.

6. **Indemnification and Limitation of Liability**

Your Arts Council shall indemnify and defend and hold the City, its successors and assigns harmless from and against, any and all liabilities, obligation, losses, damages, claims and all costs and expenses thereof (including reasonable legal fees and expenses) in any way in relation to or arising from the services YAC is providing to the City, including, without limitation, however arising, in connection with any event occurring during the Term, excepting, however, any liabilities, obligations, losses, damages, and claims resulting solely from the negligence and willful misconduct of the City.

Your Arts Council shall give the City, its successors or assigns prompt notice of any occurrence, event, or condition in connection with which the City, its successors or assigns may be entitled to indemnification hereunder.

The City shall not have any liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement.

7. **Insurance**

Without restricting the generality of the Indemnification provisions, YAC shall, during the term of this Agreement, provide, maintain, and pay for Commercial General Liability Insurance, with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

Your Arts Council shall name the City as an additional insured as it relates to the services provided to the City.

Your Arts Council will ensure all insurance policies shall stay in force and not be amended, cancelled, or allowed to lapse, and in the case of the insurance policies, shall contain the necessary endorsements to provide the City with thirty (30) days prior written notice of any amendment or cancellation.

8. **Status**

This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU.

The Parties agree that they shall enter into this Agreement intending to honour all of their obligations and both agree to act in good faith and work collaboratively to achieve the purpose of this MoU.

Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorize either of the Parties to make or enter into any commitments for or on behalf of the other Party.

9. **Amendments**

No Term or provision of this Agreement may be amended, altered, waived, discharged, or terminated except by a written instrument signed by the Parties hereto.

10. **Assignment**

This Agreement cannot be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

11. **Notice**

All notices to a Party shall be in writing (including email or similar) and shall be sent to the following contacts stipulated below.

The Corporation of the City of Cornwall Attention: City Clerk 360 Pitt Street P.O. Box 877 Cornwall, ON K6H 5T9 clerkservices@cornwall.ca	Your Arts Council 125 Pitt Street Cornwall, Ontario K6J 3P5 richard@yourartscouncil.ca
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12. **Binding**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns, and executors.

13. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

14. **Dispute Resolution**

The Parties will in good faith attempt to negotiate a resolution to any matter of dispute between them. In the event of a difference or dispute about any matter relating to the operation of this MoU which cannot be resolved at working level, the matter will be referred to appropriate senior officers in each organization.

15. **Miscellaneous**

If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the

Agreement and all other provisions of the Agreement shall remain in full force and effect.

The headings of this Agreement shall be for convenience of reference only and shall form no part of this Agreement.

16. **Execution and Delivery**

This Agreement may be executed in counterparts, including counterparts by facsimile transmission, scanned emailed copies or electronic signatures. Each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

17. **Ratification**

This Agreement is not effective until ratified by the Council of the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHERE the Parties hereto have caused this Agreement to be executed
this ____ day of _____, 2023.

**THE CORPORATION OF THE CITY OF
CORNWALL**

Manon Levesque
City Clerk

Justin Towndale
Mayor

YOUR ARTS COUNCIL

Name:
Position:

I have authority to bind the organization.

Name:
Position:

I have authority to bind the organization.