

# **MEMORANDUM OF UNDERSTANDING**

Dated this 11<sup>th</sup> day of April, 2019

## **BETWEEN**

**THE CLUBHOUSE CHILD CARE CENTRE**, with an address at 839  
Sutherland Avenue, Kelowna, BC V1Y 5X4 ("**Clubhouse**")

## **AND**

**THE REGIONAL DISTRICT OF CENTRAL OKANAGAN**, a regional district  
continued under the *Local Government Act*, RSBC 1996, c 323, with an  
address at 1450 KLO Road, Kelowna, BC V1W 3Z4 ("**RDCO**")

### **1. PURPOSE**

Whereas the strategic objectives of the RDCO are to shift focus from park acquisition to park development and operation, to promote responsible environmental protection, to retain and improve quality of life, and to engage citizens and staff while improving image and public awareness of services;

And whereas Regional Parks Services has a vision to provide a legacy of park and community recreation amenities while conserving the unique ecological and cultural values of the Okanagan Region through strategic objectives designed to provide environmental education focused on the Okanagan Valley and to get everyone outdoors and enjoying their community;

And whereas the current Woodhaven Nature Conservancy Regional Park Management Plan identifies strategic goals organized into the following four categories: conservation, interpretation and education, outdoor experience and stewardship and partnership;

And whereas the RDCO and the Clubhouse identified an opportunity to work together to provide curriculum-based, emergent and experiential outdoor learning programs;

And whereas the RDCO and the Clubhouse recognize the potential and value of a formal relationship based on clear operating principles and a relationship of support and mutual benefit;

And whereas the RDCO and the Clubhouse agree to join together as key partners in the provision of inquiry-based, emergent, and experiential outdoor learning programs;

And whereas the RDCO owns Woodhaven Nature Conservancy Regional Park (the "**Park**"), within which a building located within the Park (the "**Building**") is not needed for use by the RDCO, so an opportunity exists to find creative alternative uses for these Buildings;

Now therefore the RDCO and the Clubhouse wish to pilot a partnership program for a "Treehouse Forest Preschool" (the "**Program**") for a 3-year term at the Park that will utilize the Building and surrounding areas in the Park to establish and run a licensed outdoor classroom space operating Monday through Friday, from 9:00 a.m. to 3:00 p.m.. The Program will allow young residents of the Central Okanagan the

opportunity to participate in a non-profit, outdoor, nature-based preschool and families and early childhood educators the opportunity to learn about outdoor, nature-based play skills.

This MOU establishes the guiding principles for the relationship between the Clubhouse and the RDCO. The Program will run for three years, from May 1<sup>st</sup>, 2019 to April 31<sup>st</sup>, 2022.

## **2. RESPONSIBILITIES**

### **2.1. Clubhouse Objectives**

Clubhouse objectives are to:

- (a) provide safe, affordable and reliable pre-kindergarten curriculum in an outdoor environment;
- (b) help children develop their potential through freedom to explore and engage with the natural world;
- (c) set precedence for early childhood education, for the benefit of children's physical, social, emotional and cognitive development, through the acknowledgement and practice of outdoor education;
- (d) build connections between the Clubhouse and the local community.

### **2.2. RDCO Objectives**

RDCO objectives in establishing the Program are to:

- (a) utilize RDCO facilities in the Park in a manner consistent with RDCO and RDCO Parks Services strategic objectives;
- (b) engage the public in environment education;
- (c) aid in expanding a greater diversity of programming for the residents of the RDCO;
- (d) build connections between the RDCO and the educational community; and
- (e) foster continued local community support for RDCO Park Services initiatives.

## **3. CONSULTATION**

The Clubhouse and RDCO will each ensure to continuously monitor how their activities within the Park may affect the other, and will be active in engaging with each other to share future plans or activities as appropriate through twice-yearly meetings in December and April. In addition, both the RDCO and the Clubhouse shall immediately upon signing this agreement, provide the other a primary contact to maintain relations and planning of joint and independent programming.

#### **4. EVALUATION**

The parties will review and evaluate the Program at the end of the term. Each party may establish criteria and metrics to evaluate the success of the program with respect to their own institutional goals.

The parties will, six months prior to the end of the term, meet and discuss the results of any internal evaluation, and will also discuss the success of the Program.

#### **5. INTELLECTUAL PROPERTY**

RDCO acknowledges and agrees that the Clubhouse owns all right, title and interest in and to any and all knowledge, know-how, technique(s), technology or other intellectual property which are conceived, invented, developed, improved or acquired by the Clubhouse during the Program.

RDCO and the Clubhouse agree that any use of the other party's logos, trademarks, marks or copyright will be according to the standards of each party and subject to obtaining prior written consent.

#### **6. TERM**

This MOU will remain in effect until April 11, 2022, but is terminable by either party on not less than 90 days' notice to the other.

The parties intend that this Program will extend beyond this initial pilot period. After evaluating the success of the Program and having discussions as set out in Article 4 above, the parties will enter into good faith negotiation to reach agreement to continue this Program under such terms as may be then negotiated.

#### **7. BINDING EFFECT**

This MOU is not a contract and does not create legally bindings obligations between the parties, except for Article 7 – Intellectual Property, which is binding on the parties.

#### **8. CONTACTS**

The primary contacts for all matters arising under this MOU are:

- (a) For the Clubhouse:

Caroline Noga  
Founder, Executive Director  
The Clubhouse Child Care Centre  
839 Sutherland Avenue  
Kelowna, BC V1Y 5X4  
Ph. (250) 860-4393  
Email: cnoga@clubhousechildcare.com

and for RDCO:

Murray Kopp  
Director - Parks Services  
Regional District of Central Okanagan  
1450 K.L.O. Road  
Kelowna, BC V1W 3Z4  
Ph. (250) 469-6232  
Email: [murray.kopp@cord.bc.ca](mailto:murray.kopp@cord.bc.ca)

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the date first set out above.

**THE CLUBHOUSE CHILD CARE CENTRE**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: