

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**FRIENDS of** \_\_\_\_\_, with an address at \_\_\_\_\_,  
Kelowna, BC V1Y XXX ("**Friends**")

### 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**")

This Memorandum of Understanding (hereinafter "Understanding") replaces all other Agreements, Memoranda of Understanding, or Contracts that may exist between the Organizations.

WHEREAS, RDCO Regional Parks service program inspires our residents and visitors to discover, enjoy, celebrate & protect the places and experiences that help to define our special Suknaqinx or Okanagan sense of place;

WHEREAS, the Friends support

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter "the Regional Park") and the Friends' mission is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and,

WHEREAS, it is in the mutual interest of the Organizations to establish a framework for a productive working relationship between the Organizations;

Now, therefore, in consideration of the above, both Organizations agree to:

- Foster a strong and cooperative relationship through regular coordination of the Friends and the Parks and Regional Parks plans, budgets, resources, events, and programs, and make timely decisions on said matters.
- Conduct all financial affairs with transparency.
- Document and/or coordinate mutually agreed upon items and share helpful or pertinent information.
- Comply with all federal, provincial, and local laws and regulations.

In consideration of the Friends welcome voluntary contributions to the Regional Park (i.e. services, programs, improvements and/or donations) and Parks recognition of the Friends contributions, the Organizations agree as follows:

**I. THE RDCO AGREES TO:**

- a. Assign a Regional Park Liaison to the Friends as the primary point of contact to coordinate, communicate, and meet regularly to discuss the plans and needs of the Regional Park and the Friends.
- b. Provide support for mutually agreed upon Friends programs, budgets, projects, fundraising activities, and/or reports. Support is unique to each program, project or activity and could include, but not limited to: technical support, park permits, meeting space, assistance with external grant applications, promotions and/or training.
- c. Coordinate financial reconciliation with the Friends and provide annual reports on the Friends' donations to the Regional Park.
- d. Manage the 'Friends' Grant program, which offers financial support to mutually approved programs, projects and activities.

**II. THE FRIENDS AGREE TO:**

- a. Register with the Province of British Columbia as a non-profit society under the BC Societies Act and comply with all requirements of the Act to remain in good standing.
- b. Comply with all CRA non-profit requirements to remain in good standing.
- c. Work with the Regional Park Liaison to coordinate the Regional Park and Friends plans, programs, needs, and, projects. Complete Annual Planning and Annual Reporting documents to assist the Regional Park Liaison to coordinate any required RDCO resources.
- d. Authorize the RDCO to use the name and logo of the Friends to promote the Friends and their activities and contributions as required. Friends groups will be able to affiliate themselves with RDCO and its logos with written permission from RDCO.

**III. GENERAL PROVISIONS:**

- a. This document contains the entire Understanding between the Organizations.
- b. The Friends is not an agent of the RDCO, or the Regional Park, and is not responsible or accountable for the actions of the Regional Park.
- c. If, at any point, either Organization does not insist upon the others complete performance of this Understanding then it does not deny them the right to insist upon complete performance in the future.

#### IV. INSURANCE:

- a. The Friends, as an entity, is not protected by the RDCO Volunteer Insurance Program, which only covers individuals who volunteer for the RDCO.
- b. The Friends will consult with an insurance professional to obtain appropriate insurance coverage (i.e. general liability and directors and officers) based on the Friends structure and activities.

#### V. AMENDMENT, RENEWAL, AND TERMINATION:

- a. This Understanding shall be in effect for five (5) years from the date entered below, unless it is terminated in writing at an earlier date.
- b. Any modifications, assignments, alterations, or extensions must be in writing, signed, and approved by both Organizations.
- c. This Understanding may be terminated by either Party upon 30 days' written notice and all Friends property will be removed from the Regional Park unless mutually agreed upon.
- d. All notices relating to this Understanding shall be in writing and sent by certified mail to the Organizations at the following addresses:

**RDCO:** 1450 K.L.O. Rd, Kelowna, B.C. V1W 4T7

**FRIENDS:** \_\_\_\_\_

IN WITNESS, WHEREOF, the Organizations enter into this Understanding this:

\_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**FRIENDS:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RDCO:**

By: \_\_\_\_\_  
Title: Director, RDCO Parks  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Regional Park Liaison  
Date: \_\_\_\_\_