

## MEMORANDUM OF UNDERSTANDING

MADE this 18th day of December 2024 BETWEEN:

THE CORPORATION OF THE TOWN OF COBOURG  
Hereinafter called the “Town”  
OF THE FIRST PART

- and –

COBOURG MUSEUM FOUNDATION  
Hereinafter called the “CMF”  
OF THE SECOND PART

WHEREAS the Sifton Cook Heritage Centre (SCHC) is located on private property located at 141 Orr St, Cobourg;

AND WHEREAS the volunteer-based CMF, an autonomous charitable and historical organization, have been maintaining and enhancing the SCHC for the benefit of the general public;

AND WHEREAS the parties hereto believe it is expedient and appropriate to clearly set out the nature of the relationship between the Town and the CMF;

NOW THEREFORE the parties hereby agree to and acknowledge the provisions set out in this Memorandum of Understanding, as follows:

### 1) PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

- a) The purpose of this Memorandum of Understanding (MOU) is to:
  - Define “who does what” and responsibilities with respect to the SCHC;
  - Establish a communications framework to facilitate an effective working relationship between the Town and the CMF; and
  - Establish protocols regarding various issues and requirements that arise from time to time in respect to the SCHC.
  
- b) The parties acknowledge that the provisions of this MOU may not necessarily be comprehensive, and circumstances may arise for either party outside the provisions of this MOU. When such circumstances arise, the parties shall communicate directly with each in order to devise an appropriate and timely response.
  
- c) The Town hereby acknowledges that the CMF is under the full ownership, management and control of their lands and property and that the Town assumes

responsibility for none of the CMF's operations, assets, or service delivery, and there are no other performance expectations, notwithstanding the provisions of this Memorandum of Understanding.

- d) The Town acknowledges that the CMF may have separate working relationships with other agencies and recognize this (these) as a separate relationship and service. At no time does this MOU form any relationship or partnership with the CMF or other agencies.
- e) **This MOU clarifies the transfer of the payment of annual property taxes from the annual community grants program to this Memorandum of Understanding.**
- f) This MOU does not exclude the CMF from applying to the annual community grants program for other programs and activities that fall within the scope of the grants policy, as amended from time to time.
- g) Circumstances: This MOU is specific to the current parties and circumstances and shall not serve as a precedent or basis for any future agreements between the Municipality and any other organization. This MOU establishes no customary practice.
- h) Purpose: The parties acknowledge that this MOU is a one-time agreement established solely for the specific purpose outlined herein. It does not bind either party to similar agreements with any other organization and is not intended to serve as a foundation for future arrangements.

## 2) TERM

- a) This MOU commences on the date of signature by the parties, for a term of 10 years (January 1, 2025 – December 31, 2034) with an optional 10-year extension as mutually agreed upon and expressly renewed through CMF board and Council approval.
- b) This MOU shall be reviewed on an “as-needed” basis should specific issues arise.
- c) Should the CMF not offer public museum services in any continuous period of 12 months, this MOU shall become null and void.
- d) **Termination Within the Term**  
Either party may terminate this MOU at any time within the agreed term by providing [180 days] written notice to the other party. Upon termination, neither party shall have any further obligations under this MOU, except for any obligations

that expressly survive termination as stated herein.

**e) Termination Upon Expiration**

This MOU will automatically terminate upon the expiration of the term unless both parties agree in writing to renew or extend the agreement prior to the expiration date. No implied or automatic renewal is intended or permitted under this MOU.

**f) No Obligation for Renewal In Whole or in Part**

The termination of this MOU, whether by expiration or by notice, shall not obligate either party to renew, renegotiate, or enter into any further agreement. Any future arrangements shall be negotiated independently and will not be bound by the terms of this MOU.

**3) ORGANIZATIONAL**

- a) The Chair of the CMF board shall be the principal contact for the Town. However, the Chair may designate any other member to be the primary point of contact for the Town with respect to any specific issue that may arise from time to time.
- b) The Manager of Culture & Tourism shall be the principal contact for operational questions related to this MOU. However, the Town or the Manager may designate any other employee of the Town to be the primary point of contact for the Town with respect to any specific issue that may arise from time to time. Operational items that the CMF must coordinate outside of this MOU shall be directed to the appropriate Town department, such as Bylaw for Parking and Signs. The Director of Community Services shall be the principal contact for MOU renewal and policy concerns regarding the CMF.

**4) COMMUNICATION**

- a) Both parties to this MOU shall provide to the other the current contact information for all positions identified relevant to fulfilling this Memorandum, updated annually and as staff and Officers change.
- b) The preferred means of business communication between the town's representatives and the CMF is via email message. Day-to-day communications may be via email messages, text messages, telephone or in-person conversations, or in-person or online meetings. Binding decisions will be subject to the signing authority provisions of both organizations.

- c) The CMF shall submit annual activity/performance reports to Council summarizing their volunteer hours, events, and a general summary of their contribution to Cobourg's culture and society.

#### **5) IMPROVEMENTS TO THE SCHC**

- a) The CMF is chiefly responsible for the planning, undertaking and financing of all capital and operating expenses of the SCHC as a completely independent organization. This MOU does not form a partnership.

#### **6) TAXES\***

- a) **The Town of Cobourg commits to pay the annual property taxes on behalf of the SCHC, property and tax roll number as noted in Schedule A.**
- b) **\*As the Town's past practice for stormwater funding was within the property tax envelope, the transition from the Community Grants program to this MOU for the CMF is understood to include payment of stormwater fees for 141 Orr St.**

#### **7) RISK MANAGEMENT**

- a) The CMF attests that they will maintain appropriate risk management practices and policies and maintain adequate insurance coverages for the protection of the general public.
- b) The CMF attests that they will continue to deliver high-quality museum experiences to visitors.
- c) Both parties shall comply with all applicable local, provincial, and federal laws and regulations, including standards set forth by the Canadian Museums Association and other relevant organizations. The Museum shall follow industry best practices regarding artifact preservation, exhibit installation, and public safety.
- d) In the event of any dispute arising from this MOU, the parties agree first to attempt informal resolution through a designated representative from each party. If resolution is not achieved, the parties may engage in mediation before pursuing any legal action.

#### **8) PROMOTIONS, ADVERTISING, AND EVENTS**

- a) The Town shall endorse the SCHC as an important local museum.
  
- b) The CMF is the owner of the "blade" style and other directional signs currently on display throughout the Town.
  
- c) The CMF may promote on-street parking areas as beneficial places for museum patrons to park their vehicles, but on-street parking will not be designated for museum patrons and will not be enforceable as such under the parking bylaw.
  
- d) The CMF attests that they will continue to follow all rules, policies, and other procedures related to the organization and delivery of special events, as amended from time to time.
  
- e) The Town, at its discretion, may use the existence of the SCHC as a tool for the promotion of Cobourg from economic and quality of life perspectives through:
  - The Town's website and social media presence;
  - Promotional materials;
  - Visitor and tourism initiatives or
  - Other communication methods.
  
- f) The CMF, at their discretion, may promote the SCHC to residents and visitors to Cobourg through such vehicles as:
  - The website and social media presence;
  - Printed materials produced by the CMF;
  - Media interviews and articles or
  - Other communication methods.

In witness whereof the parties have affixed their signatures duly authorized.

FOR THE TOWN OF COBOURG:

Mayor of Cobourg

Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Clerk:

Name (Print) \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

FOR THE COBOURG MUSEUM  
FOUNDATION:

Officer of the CMF:

Name (Print)

Date

Signature

Officer of the CMF:

Name (Print)

Date

Signature

## Schedule "A" – Location Sifton Cook Heritage Centre

