

Memorandum of Understanding

Made this _____ of _____, 2019

between

LAC LA BICHE COUNTY

(hereinafter referred to as the County)

And

Plamondon District Community Development Society

(hereinafter referred to as the Society)

WHEREAS Lac La Biche County is a Specialized Municipality in the Province of Alberta;

AND WHEREAS the Society was incorporated on July 19, 2002 under the *Societies Act of Alberta*;

AND WHEREAS Lac La Biche County provides grant funding to non-profit organizations which provide cultural and recreational services within Lac La Biche County;

AND WHEREAS the Society was formed following the dissolution of the Village of Plamondon into the then-Lakeland County to advocate on behalf of the hamlet of Plamondon and the surrounding area to the municipal authority for funds and resources to deliver these services;

AND WHEREAS Lac La Biche County is committed to supporting the Society in their endeavour to provide cultural and recreational services to the hamlet of Plamondon and surrounding area;

AND WHEREAS the Society submits grant funding requests on an annual basis to the County, and on behalf of other non-profit organizations in Plamondon that offer recreational and cultural services;

NOW THEREFORE in consideration of the mutual covenants and representations set forth in the Agreement, the Parties hereby agree as follows:

Definitions

“Festival Centre and Recreation Grounds” refer to the lands and improvements within the hamlet of Plamondon legally described as Lot 5C, Block 4 Plan 0525675 and SW-2-68-16-4, which

together contains the baseball diamonds and Festival Centre, Mud Bog Grounds, playground and other out-buildings.

“The Society” means the Plamondon District Community Development Society which owns and operates the Plamondon Festival Centre and Recreation Grounds and is an independently incorporated Society under the *Societies Act of Alberta*. The Society also submits grant funding requests from other cultural and recreational groups in Plamondon. The Society also employs staff which provide services to other Umbrella Groups.

“Umbrella Groups” means those other cultural and recreational organizations in and about Plamondon which choose to access County funding and other resources through the Society. These organizations have their own finances, assets and organizational management and, although they collaborate with the Society to varying degrees, are otherwise autonomous and separate from the Society.

“MOU” means this Memorandum of Understanding including the Schedules of this MOU.

“Other Plamondon Groups” shall refer to other organizations that operate in and about Plamondon which are not represented by the Society in respect to requests made to the County for funding or other resources.

“Grant Applications” shall include operational, capital, and event grant applications.

“Plamondon District” shall mean the collective group of individuals in and about Plamondon who are the primary beneficiaries of the recreational and cultural services offered in Plamondon and surrounding area.

Overall Objective of the Memorandum of Understanding

1. To clarify and formalize the relationship between the County and the Society. This document aims to provide direction to Lac La Biche County Council, Lac La Biche County Administration, Society staff and board members of the Society.
2. To clarify the relationship between the County, the Society, the Umbrella Groups, and Other Plamondon Groups.
3. To this end, the County and the Society associate in a spirit of cooperation and open communication while each independently enacts its roles and responsibilities.

General Responsibilities of the Society

4. Manage and operate the Festival Centre and Recreation Grounds.
5. Act in advisory capacity to County Council and Administration by providing their understanding of the need and support of grant funding requests from organizations in and about Plamondon.

6. Generate revenues to support costs related to the operation and maintenance and development of new infrastructure of the Festival Centre and Recreation Grounds, which are not covered by County grant funding.
7. Explore funding opportunities from other levels of government or other organizations to support operational and capital costs.

General Responsibility of the County

8. Determine the amount of grant funding approved to the Society and Umbrella Groups on an annual basis.
9. Support the Society in a manner consistent with the MOU. Operational Funding for the Festival Centre shall be handled in a manner consistent with the provisions of Schedule A Funding Model.
10. Support the Umbrella groups in a manner that is consistent with the support provided to other community organizations.
11. Work collaboratively with the Society to meet objectives that are in the mutual interest of the County and the Society.

General

Both the County and the Society acknowledges and asserts:

12. That the Society provides cultural and recreational services to the hamlet of Plamondon and the surrounding area by its continual operation of the Festival Centre and Festival Centre grounds, and by undertaking capital projects and other improvements to these premises;
13. That these are services which the County would, to an extent, be obliged to provide, were the Society not there to provide them;
14. That, given the unique role of the Society as a substitute for County services in an urban centre which provides services for the surrounding rural areas, special provisions in existing funding models may be needed (i.e. grant programs) that allow for a greater degree of subsidization beyond the level of subsidisation provided the Umbrella Groups or to other non-profit organizations;
15. That, when it is impractical or not possible to incorporate provisions into existing funding models, it may be necessary for the County to provide funding to the Society under other agreements or arrangements; and
16. That the Society strives to represent and prioritizes the interests of the Plamondon District.

The Relationship between the County and the Society and the Umbrella Groups

Both the County and the Society acknowledges and asserts:

17. That the legitimacy of the Society to represent and govern the Umbrella Groups in matters related to County funding is valid insofar as the Plamondon District, and by extension, the Umbrella Groups, generally supports the arrangement;
18. That the relationship between the Society and its Umbrella Groups is one which exists because these organizations have self-organized and agree to work together by entering into this arrangement, whether by a formal agreement or convention;
19. That the Umbrella Groups enter into this arrangement with the Society on their own accord, and that this arrangement is one between the Society and the Umbrella Groups exclusively;
20. That, while the above still holds true, Lac La Biche County will initially direct Other Plamondon Groups and Umbrella Groups that approach the County independently to first examine opportunities to collaborate with the Society in the submission of their grant applications to the County (assuming they have not already done so);
21. That Umbrella Groups must still meet the requirements of existing County funding programs, i.e. being an umbrella group does not necessarily make a group eligible for County funding;
22. That the Society shall serve in an advisory capacity to Lac La Biche County by expressing its understanding of the need and support of funding requests from the Plamondon District; and
23. Lac La Biche County reserves the right to approve projects in a manner that is different than what the Society recommends.

Submission of Grant Applications from the Society on Behalf of the Umbrella Groups

24. When applications are submitted by the Society on behalf of the Umbrella Groups, the Society, for the purposes of the application and any agreement with the County, shall be considered the applicant organization.
25. The Society will prepare and submit a separate grant application for each separate project or activity, i.e., one application will be submitted for each capital project, each event, and for each Umbrella Group requesting operational funding.
26. The PDCDS Coordinator or designate will be identified as the primary contact for these applications.
27. While the Society is still considered the applicant, the responses to the questions of the grant application should pertain to the Umbrella Group (with the exclusion of the primary contact). By way of example, a question which asks for financial information should contain responses particular to that Umbrella Group, and not the Society.
28. Applications submitted by the Society on behalf of an Umbrella Group must:
 - a. Be accompanied by motion from the Society endorsing the application (in addition to the one required from the Umbrella Group board);
 - b. Must be signed by the Society (not the Umbrella Group); and

- c. Must be accompanied by a letter from the Umbrella Group authorizing the Society to submit the application on their behalf, and to serve in the capacity as the applicant organization.
29. Approved funding will be payable to the Society, which will be responsible for distributing the funds to each group as approved by the County.
30. Capital grant requests must be ranked in order of priority by the Society.

Submission of Grant Applications Independent of the PDCDS Corporation

31. Lac La Biche County will accept grant applications submitted independently by Umbrella Groups or other Plamondon Groups, if these groups choose to submit applications in this manner.
32. These applications shall be submitted directly to the County by the Umbrella Group or other Plamondon Group.
33. Funding awarded to an Umbrella Group or Other Plamondon Group which has applied in the absence of PDCDS Corporation support will be provided directly to that Group.

Direct Support for Capital Projects

34. Some projects, given their scope, required level of expertise, or other reasons, may be those which ought to be managed and implemented directly by the County;
35. Additionally, the Society may be seeking financial support which exceeds the level assistance normally provided through the Capital Grant funding;
36. These projects should be ones which the Society discusses with Administration first. Administration and Council may choose to incorporate these projects into the County budget; and
37. Administration will work collaboratively with the Society to identify projects of this nature and to determine how to proceed with these requests.

Other Areas of Agreement

Administration of this Memorandum of Understanding

38. It is the responsibility of the president of the Society to provide communication relevant the provisions of this Memorandum of Understanding to the Chief Administrative Officer, or his/her designate. It is the responsibility of the Chief Administrative Officer to ensure that County employees affected by this Memorandum of Understanding are informed of its provisions.

Termination

39. This MOU may be terminated by mutual agreement of both parties upon providing thirty (30) days written notice.

Renewal

40. The terms and conditions outlined in this Memorandum of Understanding are valid for three years and shall be reviewed annually by both parties.

Plamondon District Community Development Society (The Society)

Name:

Position:

Signature:

Date:

Lac La Biche County (The County)

Name:

Position:

Signature:

Date:
