



## **Memorandum of Understanding**

Between

University of British Columbia Okanagan

and

the City of Kelowna

April, 2016

### **1. Introduction**

This Memorandum of Understanding (Agreement) sets out an agreement in principle between the University of British Columbia Okanagan (UBCO) and the City of Kelowna (City) with respect to a habitat restoration project (Project).

### **2. Goal**

The goal of the Project is to enhance the community's awareness of sustainability issues by highlighting the plight of pollinator bees and other pollinator species.

### **3. Background**

Agriculture is a principal component of the economic foundation of Kelowna and the surrounding region. However, like other municipalities in British Columbia, Kelowna has experienced significant urban sprawl. Although the City of Kelowna is actively working to limit the loss of natural habitat due to low-density development, much natural habitat has been lost, including that which nurtures and sustains our pollinator bee populations. The Project will help to change prevailing attitudes to help protect the long-term sustainability of local agriculture.

The Project is a progressive initiative that will see construction of a meadow of indigenous plants. It will be a multi-faceted project that will include extensive community engagement as well as showcase water conservation and environmental-based artworks.

### **4. Subject Area**

The Subject Area is located within the boundaries of the Brent's Grist Mill Heritage Park (Appendix A - Schedule 1). The Subject Area will not encroach upon the riparian area.

### **5. Project Contributions**

#### City of Kelowna

- The City will provide staff time to liaise with UBCO's project representative as well as to coordinate any permissions and approvals required by UBCO with regard to use of the Subject Area.

## UBCO

- UBCO will be responsible for obtaining all funding associated with the Project.
- UBCO will be responsible for executing all physical interventions, including the provision of materials and the hiring of any sub-contractors, associated with the Project.
- UBCO will be responsible for any promotion/marketing associated with the Project.

### 6. Permissions and Permits

- UBCO's use of the site will be governed by a License of Occupation (Appendix A).
- UBCO will obtain any other required permissions from any agency having jurisdiction with regard to the Subject Area.

### 7. Insurance

UBCO will provide insurance as per the terms set out in the attached License of Occupation.

### 8. Prime Contractor Agreement

UBCO will complete and abide by the terms of the attached Prime Contractor Agreement (Appendix B).

### 9. Risk Assessment

UBCO representatives will meet on site with City staff prior to any activity on the site to review and assess any hazardous conditions. Such conditions will be summarized in a report to be submitted to the City of Kelowna prior to commencement of any on-site activity initiated by UBCO.

### 10. Duration of Project

There is no limit to the duration of the Project. Completion of the project will be upon written notice to the City by UBCO. Until such time, all provisions and terms set out herein will be in effect.

### 11. Changes to Agreement

UBCO agrees to not make any changes to the Subject Area or its use without the City's written permission. This Agreement will be revised accordingly as per any future changes agreed to by the City and UBCO.

### 12. Communication and Reporting

All communication between the parties regarding the Project will be with the representatives identified by UBCO and the City. UBCO agrees to provide the City with regular updates on the status of the Pollinator Project.

Therefore, the City and UBCO agree:

City of Kelowna:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

University of British Columbia Okanagan:

 **Mark Crosbie**  
Associate University Counsel


\_\_\_\_\_  
Authorized Signatory


\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Louise Cowin**  
VP, Students  
University of British Columbia

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Witness

  
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Witness **Yvonne Loi**  
Administrative Assistant  
Office of the University Counsel

  
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Witness - **A Yellen**  
Executive Assistant to the  
VP Students.