

## **MEMORANDUM OF UNDERSTANDING STRATEGIC COLLABORATION**

This Memorandum of Understanding is dated for reference the June 6, 2017

### **BETWEEN:**

City of Kelowna  
1435 Water Street  
Kelowna, BC, V1J 1J4  
[www.kelowna.ca](http://www.kelowna.ca)

("City")

### **AND:**

Okanagan College  
1000 KLO Road  
Kelowna, BC, V1Y 4X8  
[www.okanagan.bc.ca](http://www.okanagan.bc.ca)

("College")

### **WHEREAS:**

The City of Kelowna, holds a Corporate Vision to be the best mid-sized city in North America through the development of a safe, vibrant and sustainable community.

Okanagan College has four campuses that serve the Okanagan region in Penticton, Kelowna, Vernon and Salmon Arm. The College mission is to transform lives and communities. The College engages, leads and serves through a high quality educational experience for its learners; an environment that supports employees and encourages personal and professional growth and collaborative relationships that are responsive to its communities.

The City and the College (the "Parties") recognize the value of collaboration and wish to work closely together in identifying and pursuing opportunities that benefit both parties, positively influence regional economic development and contribute to creating a livable, prosperous and sustainable region today and in the future.

**THEREFORE** the Parties have chosen to enter into this Memorandum of Understanding ("MOU") to build on their existing working relationship and to provide a foundation to collaboratively explore and undertake a variety of joint initiatives.

## **Not Legally Binding**

1. The MOU is not a legally binding document. It is intended to guide the Parties in their efforts to identify and pursue opportunities for collaboration.
2. Individual joint initiatives that are identified by the Parties pursuant to this MOU may be developed and implemented through separate agreements, contracts or other mechanisms.

## **Shared Commitment**

3. Each of the Parties is an autonomous public body with its own statutory authorities, mandate and jurisdiction.
4. Individual autonomy notwithstanding, the Parties share a commitment to support the advancement of one another's shared goals and objectives.
5. The Parties understand that the success of the MOU will be determined by each Party's commitment to the spirit of collaboration and innovation on which the MOU is founded.

6. There will open and on-going communications between the Parties.

6.1 The College will maintain a Regional Advisory Committee for the Central Okanagan and reserve a seat on the Committee for a City representative.

6.2 The on-going and active support of City Council and the College's Board of Governors along with the City's City Manager and the College's President is considered essential to the success of the joint effort.

6.3 The Parties will each appoint a College – City liaison person and a back-up liaison person to; fulfill, to the degree possible, the objectives of the MOU, including but not limited to consulting with staff, Council and the Board as necessary (the "Liaison(s)").

6.3.1 The City Liaison as of the date of the MOU is: The Director of Planning & Strategic Investment. The back-up City Liaison is the Director of Business and Entrepreneurial Development.

6.3.2 The College Liaison as of the date of the MOU is: The Regional Dean, Central Okanagan. The backup Liaison is the Director of Continuing Studies and Corporate Development.

## **Effect of the MOU**

7. The MOU provides a framework for undertaking joint initiatives by the Parties; it does not restrict either Party from engaging in separate initiatives or agreements that might be related to the scope of the MOU.

## **Scope of Activities**

8. The MOU identifies five (5) areas within which opportunities for collaboration can be identified and pursued:
  - Applied research, Learning and Innovation
  - Land Use, Infrastructure and Campus Planning
  - Community Involvement and Volunteerism
  - Operations, Programming and Services
  - Sustainability Practices/Programs
- 8.1. The Parties will endeavour to develop opportunities for continued engagement of faculty, staff and students through various programs and services, applied research, and innovation including those that leverage funding from external partners including the federal and provincial governments.
- 8.2. The Parties acknowledge the mutual benefits associated with joint planning and will endeavour to collaborate and coordinate their related planning projects (e.g.: campus plans, neighbourhood / precinct plans, community plans, infrastructure master plans, zoning, etc.) to achieve the best collective outcomes.
- 8.3. The Parties recognize the value of engaging the community to assist with the delivery of programs and services, policy development and general feedback. Volunteerism is a means of building community that the Parties embrace. The College students, staff and faculty total over 9,000 people and City staff total nearly 1,000 people, both with wide ranging skills and abilities, which could be utilized to enhance community participation and volunteerism in the region. The Parties will endeavor to seek out mutually beneficial opportunities to expand the level of community participation and volunteerism.
- 8.4. The Parties will seek opportunities to enhance community safety through clarity of roles and responsibilities (e.g. RCMP/Security/Bylaw/building permits/emergency planning), effective communication protocols, efficient

use of College and City resources, and collaborative initiatives that support the sharing of resources and expertise in community safety education, training, and emergency response.

- 8.5. The Parties will endeavor to identify sustainability issues/initiatives that may benefit from a coordinated, unified or collaborative effort. These may include, but are not limited to; transportation initiatives, economic development opportunities, and sustainable construction leadership.

### **Term**

9. This MOU will remain in effect unless terminated by either of the Parties by providing six (6) months notice in writing to the other Party.
10. Termination of this MOU does not cancel any agreement signed by the Parties in respect of a specific initiative and for greater certainty, cancellation of a separate contract or agreement must be pursued in accordance with the terms of such contract or agreement.

### **Communications**

11. The Parties agree to work together to develop public announcements and other messaging related to the MOU as well as specific joint initiatives that may be pursued by the Parties to promote the success of mutually beneficial endeavours.
  - 11.1. The Parties will advise one another of planned public speaking events regarding the collaborative relationship and/or joint initiatives pursuant to this MOU.
  - 11.2. The Parties will develop and implement simple, efficient and consistent protocols to facilitate and govern their collaborative efforts pursuant to this MOU.
  - 11.3. The Liaisons will report as required to their respective Boards and Councils on the status of the MOU and associated joint initiatives.

### **General**

12. Each Party is responsible for funding its own participation in any related body or activity that is established or undertaken to assist in the implementation of the Strategic Collaboration and this MOU.
13. The Parties understand and expressly agree that the content of this MOU, unless otherwise stated, is not confidential and may be distributed to and shared with others.

14. This MOU does not grant either Party the right to use any of the other Party's intellectual property, including without limitation logos or trademarks.
15. If issues arise concerning the interpretation or application of this MOU, the Parties shall, through discussions, resolve the matters to their mutual satisfaction.
16. Each Party acknowledges and respects any limitations and obligations the other Party may have related to:
  - the *Freedom of Information and Protection of Privacy Act*;
  - any other applicable laws; and
  - Internal policies.
17. The Parties will endeavour to formally review the MOU every five years, or more frequently as may be reasonably requested by either Party.

#### **Attachments**

18. The MOU has one attachment: Attachment 1 - Joint Initiatives Summary.
  - 18.1. The Joint Initiatives Summary provides a summary of joint initiatives, past and current.
  - 18.2. The Parties acknowledge their interest in updating, from time to time, the Joint Initiatives Summary to document the richness of the relationship captured in the MOU.

**IN WITNESS WHEREOF** the Parties have hereunto affixed their signatures:

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Jim Hamilton  
President  
Okanagan College

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Colin Basran  
Mayor  
City of Kelowna

## ATTACHMENT 1

### JOINT INITIATIVES SUMMARY (last updated May 2017)

Priorities	Joint Areas of Interest and Activities
<b>Applied research, Learning and Innovation</b>	<ul style="list-style-type: none"> <li>• Student practicum, work and cooperative placements</li> <li>• Workshops, forums and seminars</li> <li>• Guest speakers, lectures</li> <li>• Applied Research projects such as the Wilden Living Lab Training and certifications</li> </ul>
<b>Land Use, Infrastructure &amp; Campus Planning</b>	<ul style="list-style-type: none"> <li>• Transit and Statutory right of way</li> <li>• Transit – lease agreement</li> <li>• Energy agreement between the College and the Kelowna Waste Water Treatment plant</li> <li>• Transportation Infrastructure</li> <li>• Campus Planning</li> <li>• Infrastructure Development</li> <li>• Sustainable development</li> <li>• Facility use Kelowna Airport</li> </ul>
<b>Community Involvement and Volunteerism</b>	<ul style="list-style-type: none"> <li>• Event Collaboration</li> <li>• Arts &amp; Culture</li> <li>• Volunteerism and Canada 150 grant</li> <li>• Recreation and sport development</li> <li>• Student and staff community volunteers</li> </ul>
<b>Operations &amp; Risk Management</b>	<ul style="list-style-type: none"> <li>• Grounds maintenance</li> <li>• Security</li> <li>• Transportation and parking</li> <li>• Emergency Preparedness and Response</li> <li>• Safety education</li> <li>• RCMP, Bylaw enforcement, hazmat and fire safety</li> <li>• Shared technical expertise: engineering, technology, counselling, medical</li> <li>• Efficient and effective Building Permits &amp; Approvals processes.</li> <li>• Risk management</li> </ul>
<b>Sustainability</b>	<ul style="list-style-type: none"> <li>• Sustainable construction leadership and initiatives</li> <li>• Conference, workshops and events</li> <li>• Community economic development</li> <li>• Educational programs and services</li> <li>• Labour market information</li> </ul>

