

**STRATEGIC COLLABORATION
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding entered into the ____ day of _____, 2017

BETWEEN:

CITY OF KELOWNA

1435 Water Street
Kelowna, British Columbia V1J 1J4
www.kelowna.ca

("The City")

AND:

THE UNIVERSITY OF BRITISH COLUMBIA

3333 University Way
Kelowna, British Columbia V1V 1V7
www.ubc.ca

("UBC")

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.

The University of British Columbia, whose Okanagan campus is located in Kelowna, is a global centre for research and teaching, committed to innovation, the development of talent, and the application of research in addressing key challenges facing the region and the world.

The City and UBC (collectively, 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 collaboratively explore and undertake a variety of joint initiatives.

Non-Legally Binding

1. The MOU is a non-legally binding document that 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 are, as necessary, developed and implemented through separate legal 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 corporate and community 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.
 - 5.1. The on-going and active support of the City's City Manager and UBC's Deputy Vice-Chancellor is considered essential to the success of the joint effort.

Effect of the MOU

6. 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 and it is in no way legally binding.

Joint Steering Committee

7. The Parties agree to establish a Strategic Collaboration Joint Steering Committee (the "**Steering Committee**") to oversee the ongoing collaboration of the Parties as envisioned in this MOU.
 - 7.1. The Steering Committee will be co-chaired by a UBC and City representative, as appointed from time to time by the Deputy Vice-Chancellor and the City Manager.
 - The two co-chairs identify and recommend, as necessary, the appointment of two members each, to the Steering Committee.
 - The Steering Committee will appoint a Research Partnerships Committee, chaired by the Vice Principal Research at UBC's Okanagan campus.
 - Other Sub-committees may be initiated on a project specific basis where necessary.

- 7.2. The Steering Committee will develop a Terms of Reference which will address at least the following items and any other issues the Steering Committee considers to be important:
- Roles and responsibilities of Steering Committee members;
 - Duration of Steering Committee membership and process for renewal/replacement of Steering Committee members;
 - Frequency of meetings, which will be held at least twice annually;
 - Approach to Steering Committee decision-making and governance; and
 - Annual reporting expectations and commitments.

Scope of Activities

8. The MOU identifies five (5) areas of focus within which opportunities for collaboration can be identified and pursued:
- Research, Learning and Innovation
 - Land Use, Infrastructure and Campus Planning
 - Community Engagement
 - Operations and Risk Management
 - Programming

Research, Learning and Innovation

- 8.1. UBC and the City have a strong history of collaboration on individual research and learning projects and initiatives.
- 8.2. The Parties will endeavour to identify new opportunities to share knowledge and research findings, jointly undertake initiatives to further the Parties' individual and shared goals, and collaborate in the development of approaches designed to address important regional and global sustainability challenges.
- 8.3. The Parties will regularly convene discussion forums, workshops and other events for City staff and UBC faculty, staff and students to exchange information on best practices, innovations, technologies and approaches, and to identify opportunities for collaboration.
- 8.4. The Parties will seek ways to expand work/study opportunities for UBC students with City, including opportunities through existing structures such as UBC's Cooperative Education.
- 8.5. The Parties will endeavour to develop opportunities for continued learning and engagement of faculty, staff and students through various programs, including those that leverage funding from external partners including the federal and provincial governments.

- 8.6. The Steering Committee will appoint a Research Partnerships Committee, Chaired by the Vice Principal Research at UBC's Okanagan Campus or his or her delegate and made up of representatives of both UBC and the City to create a framework and communications platform for ongoing joint projects that contribute to high quality research; including the key objectives and partners for each.

Land Use, Infrastructure and Campus Planning

- 8.7. The City is responsible for land use planning and infrastructure delivery across Kelowna, including those lands surrounding UBC's Okanagan campus. Considerable development is occurring and is planned to continue on these lands.
- 8.8. UBC engages in campus planning and development on an ongoing basis, and has completed the Okanagan Campus Plan (2015) and subsequent plans (e.g. Whole Systems Infrastructure Plan (2016)) that provide direction for future growth over the long-term.
- 8.9. The Parties agree that there is an interrelationship between development on campus and development on surrounding lands, including, but not limited to:
- Pedestrian, cycling, road and public transit connections;
 - Provision of services and amenities;
 - Land use and infrastructure planning;
 - Provision of multiple housing types; and
 - Economic benefit resulting from campus initiatives.
- 8.10. The Parties further agree that the orderly and coordinated development of the campus and surrounding lands, including supporting infrastructure, is important for long-term success.
- 8.11. The Steering Committee 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.

Community Engagement

- 8.12. The City recognizes 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 City embraces.
- 8.13. UBC Okanagan campus students, staff and faculty total over 10,000 people, with wide ranging skills and abilities, which enhance community through knowledge diffusion and other forms of participation and volunteerism in the Region.

- 8.14. The Parties will work together over the long-term to increase the presence of UBC in Kelowna to encourage and grow citizen interaction with UBC students, faculty and staff.
- 8.15. The Steering Committee will endeavor to seek out and promote mutually beneficial opportunities to expand the level of community engagement by UBC and City representatives through community participation and volunteerism.

Operations & Risk Management

- 8.16. The City delivers many services and programs in and around the UBC Okanagan campus, that serve City of Kelowna citizens and UBC students, staff and faculty.
- 8.17. Through the exercise of their respective authority, in their respective roles, the City and UBC face various operational and risk management issues, some of which are best addressed collaboratively.
- 8.18. The parties will seek opportunities to enhance community safety through clarity of roles and responsibilities (i.e. RCMP/Security/Bylaw/building permits/emergency planning), effective communication protocols, efficient use of UBC and City resources, and collaborative initiatives that support the sharing of resources and expertise in community safety education, training, and emergency response.
- 8.19. The Steering Committee will endeavor to identify key operational categories or issues that may benefit from a coordinated, unified or collaborative delivery and pursue opportunities for operational efficiencies where possible. These may include, but are not limited to; parking management, law and bylaw enforcement, personal and community safety programs, wildfire and structural fire prevention, transit related services, regional safety/emergency planning and recreational programming.

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.
 - 10.1. 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 Steering Committee will develop and implement simple, efficient and consistent protocols to facilitate and govern their collaborative efforts pursuant to this MOU.
 - 11.3. The Steering Committee will report out annually 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 the Steering Committee and 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 (the "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 maintaining 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.

CITY OF KELOWNA, by its authorized signatories:

THE UNIVERSITY OF BRITISH COLUMBIA, by its authorized signatories:

ATTACHMENT 1

JOINT AREAS OF INTEREST – EXAMPLES ONLY

Priorities	Joint Areas of Interest
Research, Learning and Innovation	<ul style="list-style-type: none">• UBC Okanagan Innovation / Research Precinct• Healthy Cities Strategies
Land Use, Infrastructure & Campus Planning	<ul style="list-style-type: none">• Agricultural land uses• Transportation Infrastructure• Campus Planning UBC Okanagan Innovation / Research Precinct• Infrastructure Development• Sustainable development
Community Involvement and Volunteerism	<ul style="list-style-type: none">• Event Collaboration• UBC in the community• Arts & Culture
Operations & Risk Management	<ul style="list-style-type: none">• Security• Transportation and parking• Emergency Preparedness and Response• Safety education• Clarity of roles – RCMP, Bylaw enforcement, Campus Security• Shared technical expertise: hazmat, concealing, medical• Efficient and effective Building Permits & Approvals processes.