



THIS MEMORANDUM OF UNDERSTANDING

Made as of the _____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD

(hereinafter known as the "City")

-and-

WILFRID LAURIER UNIVERSITY

(hereinafter known as the "University")

WHEREAS the University is the owner of the lands located at 1 Market Square, Brantford, Ontario, which property includes offices and ancillary space at 220 Colborne Street Brantford, portions of which are currently leased to the City; and

WHEREAS the City is the owner of the lands and buildings located at 102 Wellington Square, Brantford, which is the current location of the Provincial Offences Act Court ("POA") for Brantford and vicinity; and

WHEREAS the City is responsible for certain *Provincial Offences Act* functions, including the operation and administration of the POA, as municipal partner on behalf of Her Majesty the Queen in Right of Ontario, as represented by the Attorney General; and

WHEREAS the current space at 102 Wellington Square is insufficient to meet the expanding needs of the POA, therefore, the City wishes to explore the relocation of the POA to the University's property located at 220 Colborne Street, Brantford; and

WHEREAS the City and the University wish to explore opportunities to partner in research and educational initiatives within the POA;

NOW THEREFORE, the City and the University have agreed to enter into this Memorandum of Understanding to confirm their mutual interest in exploring opportunities arising from the relocation of the POA within the University's property located at 1 Market Square/220 Colborne Street, and have set out their mutual understanding of their respective needs and desires as follows:

1. The City and the University will work together to explore potential educational and research opportunities at the POA.
2. The City will work with the University to determine the POA space requirements and determine what approvals from the Province of Ontario or any third party may be necessary to undertake the relocation of the POA, including any amendments to agreements between the City and other entities on whose behalf the City provides POA prosecution and administration services.
3. The City and the University will work together to review the existing lease for 220 Colborne Street to determine whether any amendments to that lease are necessary or appropriate given the parties' commitment to engaging on programming and research projects.
4. The City and the University intend to allow for a period of two (2) years from the date of execution of this MOU to explore the opportunities identified herein, which time may be extended by mutual agreement of the parties.
5. Both parties expressly acknowledge and agree that this MOU is not intended to be a legally binding agreement and is not enforceable at law or otherwise. Without limiting the foregoing, this MOU has been entered into by the parties in order to establish a starting point for future discussions concerning the opportunities identified herein. Should the parties wish to formalize any of the matters identified in this MOU, legally binding agreements would be required and must be approved and duly executed by the appropriate, respective decision-makers for the parties. Such legally binding agreements will consider any confidentiality, privacy or intellectual property considerations and obligations as may apply.
6. This Agreement may be executed by the Parties and delivered by fax, e-mail, or other electronic means and may be signed electronically and in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Notwithstanding the foregoing, either Party may demand a fully executed copy of this Agreement.

7. This MOU is conditional upon approval of both the Council for the City and the Board of Governors of the University, as may be required.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date written above:

WILFRID LAURIER UNIVERSITY

Per:

**THE CORPORATION OF THE CITY OF
BRANTFORD**

Per:

Kevin Davis, Mayor

Tanya Daniels, Clerk