

The Corporation of the City of Temiskaming Shores

By-law No. 2024-040

Being a by-law to authorize the execution of a Memorandum of Understanding between The Corporation of the City of Temiskaming Shores and One Light Diversity Centre to provide settlement support, welcoming events and community integration services for newcomers to the Temiskaming Shores region

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council for the City of Temiskaming Shores acknowledged receipt of Administrative Report No. CS-009-2024 at the April 2, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a Memorandum of Understanding with One Light Diversity Centre to provide settlement support, welcoming events and community integration services for newcomers to the Temiskaming Shores region, for consideration at the April 16, 2024 Regular Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute a Memorandum of Understanding between The Corporation of the City of Temiskaming Shores and One Light Diversity Centre to provide settlement support, welcoming events and community integration services for newcomers to the Temiskaming Shores region, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

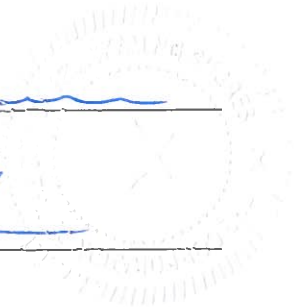
Read a first, second and third time and finally passed this 16th day of April, 2024.



Mayor



Clerk





Schedule "A" to
By-law No. 2024-040

Memorandum of Understanding between
The Corporation of the City of Temiskaming Shores
And
One Light Diversity Centre

This agreement made this 16th day of April, 2024.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter referred to as the "City")

and

One Light Diversity Centre
(hereinafter referred to as the "One Light")

Whereas the City and One Light wish to enter into a Memorandum of Understanding to outline the services and support the City is prepared to provide to the One Light in providing public settlement services on behalf of the City of Temiskaming Shores.

Purpose

To strengthen the shared vision of increasing newcomers recruitment and retention through community development opportunities while jointly exploring new ventures and finding the means to implement identified and future opportunities in settlement, immigration, diversity, heritage, and multicultural developments in the region of Temiskaming Shores.

Preamble

The One Light Diversity Centre and the Corporation of the City of Temiskaming Shores have traditionally shared an interest in the mutual benefits resulting from settlement services and other opportunities presented through this association as a means of providing continuously improved services for newcomers, immigrants, refugees and community members in the region of Temiskaming Shores.

A mutual commitment to community partnerships and our respective roles in preserving and exploring settlement, immigration, and diversity/multiculturalism opportunities in the region of Temiskaming Shores suggests a strategic alliance would benefit both organizations.

Principles

- Mutual benefit from furthering the progress and completion of several endorsed settlement and immigration development projects of significant social and economic importance for the City.
- Respect and support for the mandate of each organization as a foundation for collaboration.
- Economic and social sustainability in common endeavors is an essential consideration.

- Support of excellence through continuous improvement as a foundation for all activities.
- Best utilization of resources in reaching common goals.

Objectives

- Formally strengthen the partnership existing between One Light and the City.
- Jointly review and consider opportunities defined through previous meetings, studies, and community leaders.
- Achieve greater synergy by identifying opportunities for other partners with similar goals.
- Work toward the completion of mutually identified projects with a cooperative approach to sharing information, services, and expertise.

One Light's Covenants

- Welcome and ensure the swift transition of all residents, including newcomers, long-term residents and those passing migration processes.
- Provide regular (monthly) events and activities to assist newcomers to meet others and integrate into the community.
- Promote the diversity and inclusivity of the City and publicize the benefits of residency in this community.
- Be the point of contact for the newcomers to access City information and print material.
- Ensure staff are polite and knowledgeable about local services available and opportunities.
- Coordination of settlement and immigration programs and integration opportunities to assist local residency.
- Ensure City staff are aware of new settlement programs or multicultural, diverse opportunities through quarterly meetings between City Liaison and One Light Executive Member and annual review meeting.
- Represent the City at immigration and attraction events.
- Keep the most updated information on settlement and immigration available through One Light programs.
- Advocate for the minorities and vulnerable populations, and encourage City involvement in diverse and multicultural opportunities.
- Ensure that settlement and immigration brochures are displayed most prominently within the One Light Diversity Centre office.
- Provide support and comments from the minorities and vulnerable populations community regarding City and regional programs.

- Share information on local events, attractions, rental accommodations, business directory listings, service clubs, and etc.
- Mutual benefit from furthering the progress and completion of several endorsed settlement, immigration, and community development projects of significant social and economic importance to the City.

City's Covenants

- Provide One Light Diversity Centre with an operational location in the Bun Eckensviller Community Hall.
- Provide monetary support in the amount of \$2,500 per month for the services provided by One Light to the City.
- Ensure One Light services are included in City related printing, advertising or informational material.
- Provide City facilities to One Light Diversity Centre for events to a maximum of twelve (12) times per year. Facility use approval must be mutually agreed upon prior to use.
- Provide a City staff representative as a point of contact to liaise with One Light board.
- Ensure that One Light Diversity Centre is aware of new and emerging opportunities for diversity, inclusivity, multiculturalism, settlement and immigration services.
- Maintain confidentiality of One Light Diversity Centre operations.

Provisions

Provided always and it is hereby agreed as follows:

Amendments

This Memorandum of Understanding may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns. A review of the covenants may be performed on an annual basis to ensure that the Memorandum of Understanding remains viable.

Effect of Agreement

This Memorandum of Understanding and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, as the case may be, of each (and every) of the parties hereto, and where there is more than one tenant or there is a female party or a corporation, the provisions hereof shall be read with

all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.

Termination

The City and One Light hereby agree that either party to this Memorandum of Understanding may terminate the Memorandum of Understanding upon providing to the other party no less than six months prior written notice, including a motion of Council or the Board, of its intention to terminate this Memorandum of Understanding.

Any matters in dispute between the parties in relation to this Memorandum of Understanding (and amendments thereto) may be referred by either party to binding mediation by an agreed-upon mediator. The cost of mediation will be shared equally between the parties.

Any notice or other communication to be given in connection with this Memorandum of Understanding shall be given in writing and may be given by personal delivery, facsimile, email or by registered mail addressed to the recipient as follows:

To the City:

The Corporation of the City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Temiskaming Shores, Ontario
P0J 1K0
Attention: Municipal Clerk

To One Light:

One Light Diversity Centre
90 Whitewood Avenue
Temiskaming Shores, Ontario
P0J 1P0
Attention: Rammy Binning, Executive Lead

or such other address or individual as may be designated by written notice by either party to the other. Any notice given by personal delivery or facsimile shall be conclusively deemed to have been given on the day of actual delivery or transmission thereof and if made or given by registered mail, on the third day not counting Saturday, Sunday or statutory holiday in Ontario, following the deposit thereof in the mail.

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Province of Ontario.

Neither this Memorandum of Understanding nor any of the rights or obligations of either of the parties hereunder may be assigned without the prior written consent of the other party to this Memorandum of Understanding.

Term

The term of this Memorandum of Understanding shall be from January 1, 2024 to December 30, 2028.

In Witness Whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Remainder of this page left intentionally blank

In witness whereof the parties have executed this Memorandum of Understanding the day and year first above written.

Signed and sealed in
the presence of)

One Light Diversity Centre



Rammy Binning, Executive Lead



Shelly Soni, Board Secretary

Municipal Seal)

**The Corporation of the City of Temiskaming
Shores**



Mayor



Clerk

