

Memorandum of Understanding
Regional Community Recreation Facility

Made this ____ day of _____, 2017

Among:

City of Edmonton

AND

City of St. Albert

AND

St. Albert Soccer Association

WHEREAS: the City of Edmonton is a municipal government

AND WHEREAS the City of St. Albert is a municipal government

AND WHEREAS, the St. Albert Soccer Association is a St. Albert based not for profit organization dedicated to provided soccer programs and services to all citizens of St. Albert and region.

AND WHEREAS City of Edmonton, City of St Albert and St. Albert Soccer Association will work together to explore a range of strategies that align with their individual mandates and further the goals of all three parties with the overall purpose of the MOU to explore the opportunities to partner in a regional community recreation facility.

AND WHEREAS all three institutions are autonomous, self-governing entities with the power to enter into binding agreements considered to be in their best interest and to advance their ability to achieve the requirements of the mission and mandate.

AND WHEREAS, the City of Edmonton, City of St. Albert, and St. Albert Soccer Association have agreed to enter into this non-binding, memorandum of understanding (Memorandum), which will enable the parties to work together in the pursuit of the objective set out herein.

NOW THEREFORE, this Memorandum sets out the intent of the working relationship amongst the parties as follows:

1 NATURE OF THE MEMORANDUM

1.1 This Memorandum establishes the framework and goals by which the parties will work together in an effort to facilitate a range of collaborative activities that align with their mandates and further the goals of all three parties in the area of creating a regional recreation facility that supports indoor and outdoor field sports with a specific focus on soccer, court sports and other recreation activities, in a manner that is consistent with the mandates, policies, priorities, and resources of each party.

1.2 Except for the provisions herein dealing with confidentiality, or the issuance of press releases, or public statements, this Memorandum does not create any legally binding obligation on the part of the parties but contemplates further legally binding agreement(s) being considered.

2 OBJECTIVES

2.1 The general intent of this Memorandum is to facilitate initiatives that may include but are not limited to:

- a) Establishing a steering committee made up of administrative representatives from each group to direct activities;
- b) Secure a hold on City of Edmonton and Provincial land for future consideration for the regional recreation facility;
- c) Identify and participate in public and stakeholder engagement activities in support of a regional recreation facility.
- d) Develop a detailed business case for regional recreation facility that satisfy the needs of each party.

2.2 The specific activities undertaken to meet these objectives will be articulated and renewed, as mutually agreed by each party, once every six months at a meeting of representatives from each party.

3 COLLABORATIVE PROJECTS

3.1 All three parties will provide intellectual, human, financial and physical resources in a mutually agreed to manner, and as approved by each individual party, on a project by project basis.

4 CONFIDENTIALITY

4.1 Each party acknowledges that in the process of furthering discussions under this Memorandum, it may come into possession of confidential information of the other party. Accordingly, each party agrees that it will only use such confidential information for the purposes of furthering discussions under this Memorandum and that it will not, without the prior, written consent of the other party, disclose to any third party such confidential information. For the purposes of this Memorandum, confidential information shall not include information that was already in the public domain or information that comes into the public domain through no act of the receiving party. The receiving party will return the confidential information of the other party upon the termination of this Memorandum or upon receipt of a written request from the other party.

4.2 The City of Edmonton, City of St. Albert and St. Albert Soccer Association shall consult with one another prior to the issuance of any press release or public statement relating to this Memorandum. Such consultation shall include prior notification of a party's intent to issue a press release or public statement accompanied by a copy of the proposed language of such press release or public statement. If a party has a concern with the proposed wording of the other party's press release or public statement, it shall notify the other party immediately and the parties shall work together to ensure that the press release or public statement is acceptable to all parties.

5 COSTS AND EXPENSES

5.1 Each party shall bear its own costs and expenses arising from this Memorandum unless otherwise mutually arranged and agreed to by each party.

6 TERMS

6.1 This Memorandum shall become of force and effect from the date of execution on behalf the City of Edmonton, City of St. Albert and St. Albert Soccer Association and shall continue in effect for a time period of 36 months, at which time the Memorandum will be reviewed and may be renewed for another stated time period, or until terminated by mutual agreement of the parties or pursuant to section 6.2.

6.2 Any party may terminate its participation in this Memorandum on thirty (30) days written notice to the other parties.

7 NOTICES

7.1 All notices to be given to this Memorandum shall be in writing provided to the following individuals:

a) if to the City of Edmonton

Name: Mr. Roger Jevne
Position: Branch Manger, Community and Recreation Facilities
E-mail: roger.jevne@edmonton.ca
Address: Edmonton Tower, 17th Floor
10111 104th Ave. NW
Edmonton, AB T5J 0J4

b) if to the City of St. Albert

Name: Mr. Gilles Prefontaine
Position: General Manager, Development Service Division
E-mail: geprefontaine@stalbert.ca
Address: City of St. Albert
5 St. Anne Street
St. Albert, AB T8N 3Z9

c) if to the St. Albert Soccer Association

Name: Mr. Chris Spaidal
Position: Executive Director
E-mail: Chris@stalbertsoccer.com
Address: St Albert Soccer Association
61 Real Drive
St. Albert, AB T8N 1N2

Notice shall be deemed to be received on the date of delivery if delivered by hand or transmitted by e-mail.

In WITNESS WHEREOF the parties have caused the Memorandum to be executed on the dates indicated below.

City of Edmonton

His Worship
Mayor Don Iveson

Date

City of St. Albert

His Worship
Mayor Nolan Crouse

Date

St. Albert Soccer Association

Mr. Kevin Jones
President, St. Albert Soccer Association

Date