

MEMORANDUM OF UNDERSTANDING

Dated this day of , 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(the "City")

OF THE FIRST PART

- and -

ELLIOT LAKE MINOR SOCCER ASSOCIATION
("ELMSA")

OF THE SECOND PART

RECITALS:

- A. The Corporation of The City of Elliot Lake ("the City") is a municipal entity in which the Elliot Lake Minor Soccer Association ("ELMSA") operates;
- B. Elliot Lake Minor Soccer Association is a non-profit organization made up of coaches and executive members all of which volunteer, their funding source is mostly from registration fees with occasional donations from our sponsors;
- C. This agreement sets out that the City of Elliot Lake allow The Elliot Lake Minor Soccer Association use of the municipally owned parking lot located at the Ruben Yli Juuti Centre for the purposes of portable washroom unit(s);
- D. In furtherance of the foregoing, The City of Elliot Lake and the Elliot Lake Minor Soccer Association indicate their desire to enter into this Memorandum of Understanding to set out the general terms upon which they will work together and collaborate with one another.

1. DEFINITIONS

- 1.1 In this Memorandum of Understanding, the following definitions shall apply:
- (a) "The City of Elliot Lake", " The Municipality", and "The City" all means The Corporation of the City of Elliot Lake;
 - (b) "The Elliot Lake Minor Soccer Association" means a not-for-profit minor soccer league within the City of Elliot Lake;
 - (c) "Ruben Yli Juuti Centre" means a municipally owned building located at 301 Mississauga Ave;

- (d) "MOU" means this Memorandum of Understanding, as amended from time to time;

2. SCOPE AND PURPOSE OF MOU

- 2.1 The purpose of this MOU is to formally document and acknowledge the ongoing working relationship and mutual commitment of both The City of Elliot Lake and The Elliot Lake Minor Soccer Association, in order to development strong community partnerships and in support of community health and wellness. The City of Elliot Lake agrees to allow The Elliot Lake Minor Soccer Association to park portable washroom unit(s) on City property in The Ruben Yli Juuti Centre parking lot.
- 2.2 Both The City of Elliot Lake and the ELMSA agree to work co-operatively with each other and to carry out their respective obligations under the MOU in good faith in order to facilitate the operation of the ELMSA in their respective roles.

3. TERM

- 3.1 This MOU shall be effective on the date of execution or such other date as mutually agreed between The City of Elliot Lake and The Elliot Lake Minor Soccer Association, and shall be in force until either party issues formal written notice of no less than 10 days in advance to the other of its intent to forego the obligations outlined in this MOU.
- 3.2 The specific identified duration of this agreement will be from May 15th – July 14th, 2023 (with the season beginning on May 24th and ending on July 5th this will provide a week for set up and removal to return the property to it's original state).

4. THE CITY OF ELLIOT LAKE'S OBLIGATIONS

- 4.1 The City agrees that it will work collaboratively and cooperatively with The Elliot Lake Minor Soccer Association to support the usage of a municipally owned parking lot. Without limiting the generality of the foregoing, The City of Elliot Lake shall:
 - (a) Provide the space in the location identified here in this agreement for the purposes of portable washroom unit(s);
 - (b) Have no responsibility of these units for any costs associated or damage or incidents that may occur with them;

- 4.2 Negotiate in good faith and to seek approval from its municipal council for authorization to finalize such further agreements or documents with ELMSA as may be required in order to fulfil the objectives set out in this MOU.

5. ELLIOT LAKE MINOR SOCCER ASSOCIATION OBLIGATIONS

- 5.1 ELMSA agrees that it will work collaboratively and cooperatively with The City of Elliot Lake to support the operation of the minor soccer league. Without limiting the generality of the foregoing, ELMSA shall:

- (a) Rent portable washroom unit(s) for their season and will be leaving them on city property, in the pool parking lot;
- (b) The units will be placed a safe distance away from the pool construction site;
- (c) In the event that the units require electricity, they will use the side located outside the Ruben Yli Juuti Centre;
- (d) Be responsible for the units during the duration of the time that the units are on city property;
- (e) Pay to rent the units and shall provide to the City any special case financial reporting as requested.

- 5.2 ELMSA also agrees that it will negotiate in good faith and to seek approval from its executive members for authorization to finalize such further agreements or documents with the City as may be required in order to fulfil the objectives set out in this MOU.

- 5.3 As further security for such indemnity ELMSA shall carry public liability insurance, with an insurer satisfactory to the Treasurer of the Municipality, in an amount not less than Five Million Dollars (\$5,000,000.00) and shall provide to the City Clerk an insurance certificate indicating that the City is an additional insured. ELMSA shall provide such proof of insurance as the City may require.

6. INDEMNITY

- 6.1 The City of Elliot Lake and ELMSA shall, both during and following the term of this MOU, indemnify and save harmless the other party's, council and/or board members, officers, employees, agents and volunteers from and against any and all third party claims, actions, losses, expenses, costs, demands, suits, complaints and damages of every nature and kind whatsoever based upon, occasioned by or attributable to anything done or

omitted to be done by such party, other party's, council and/or board members, officers, employees, agents or volunteers in connection with or arising out of this MOU.

7. NOTICES

7.1 Any written notice given within the 10 days set out in this agreement pursuant to this MOU must be addressed to the Municipalities as follows:

(a) The Corporation of the City of Elliot Lake
45 Hillside Drive North,
Elliot Lake, ON
P5A 1X5

Attention: Chief Administrative Officer

(b) Elliot Lake Minor Soccer Association
Elliot Lake, ON
P: (705) 227-8069
E: john.tyler@sympatico.ca

Attention: John Tyler; President

7.2 If hand delivered, the notice is effective on the date of delivery; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

8. GENERAL

8.1 Notwithstanding the terms and obligations of the Municipalities under this MOU nothing herein shall be intended to operate to in any way fetter the discretion of the Municipalities' respective municipal councils from exercising any of their discretionary powers, duties or authorities at law.

8.2 This MOU shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.

8.3 All provisions of this MOU shall be binding on and operate to the benefit of the Municipalities and their respective successors and permitted assigns and transferees.

8.4 Should any provision(s) of this MOU be found to be void or unenforceable for any reason whatsoever, such provision(s) only shall be expunged and severed from the MOU and the balance of the provisions in the MOU shall remain in full force and effect.

9. **BINDING EFFECT**

9.1 This agreement supersedes any agreement, verbal or otherwise between the City and ELMSA with respect to the premises herein and shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be duly executed as of the date first written above.

SIGNED, SEALED & DELIVERED

**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**

Mayor

City Clerk

*We have the authority to bind the
corporation*

**ELLIOT LAKE MINOR SOCCER
ASSOCIATION**



President



Witness Deputy Clerk.