

MEMORANDUM OF UNDERSTANDING

Dated this day of May, 2024.

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.** ELMSA is a non-profit organization made up of coaches and executive members all of whom volunteer. Their funding source is mostly from registration fees with occasional donations from sponsors;
- C.** This Agreement sets out that the City of Elliot Lake allow the ELMSA 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 ELMSA 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 mean The Corporation of the City of Elliot Lake;
- (b) "The ELMSA " 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 ELMSA, in order to develop strong community partnerships and in support of community health and wellness. The City of Elliot Lake agrees to allow the ELMSA 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 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 ELMSA , and shall be in force until either party issues a formal written notice of no less than 60 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 16th, 2024 to July 18th, 2024 (with the season beginning on May 22nd and ending on July 10th, this will provide a week for set up and a week for removal to return the property to its original state).

4. THE CITY OF ELLIOT LAKE'S OBLIGATIONS

- 4.1 The City agrees that it will work collaboratively and cooperatively with the ELMSA 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 in the Memorandum of Understanding for the purposes of the portable washroom unit(s)
- (b) have no responsibility for the costs associated with the portable washroom unit(s);
- (c) not be responsible for any damage or incidents that may occur to the portable washroom unit(s)

4.2 The City also agrees that it will negotiate in good faith and seek approval from its municipal council for authorization to finalize such further agreements or documents with ELMSA as may be required in order to fulfill the objectives set out in this MOU.

5. ELLIOT LAKE MINOR SOCCER ASSOCIATION OBLIGATIONS

5.1 The 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, the ELMSA agrees to:

- (a) Rent the portable washroom unit(s) for their season and will leave them on city property, in the pool parking lot;
- (b) place the unit(s) a safe distance away from the pool construction site;
- (c) In the event that the unit(s) require electricity, they will use the side located outside the Ruben Yli Juuti Centre;
- (d) be responsible for the unit(s) during the duration of the time that the units are on city property;
- (e) pay to rent the unit(s) 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 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 fulfill 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 administration of the

Municipality, in an amount not less than Five Million Dollars (\$5,000,000.00) and shall provide an insurance certificate indicating that the City is an additional insured.

6. AMENDMENTS OF THIS MEMORANDUM

- 6.1 This MOU may be amended or modified at any time in writing by mutual consent of both parties.

7. INDEMNITY

- 7.1 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.

8. NOTICES

- 8.1 Any written notice given within the 60 days set out in an 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; Treasurer/Acting President

- 8.2 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.

9. GENERAL

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10. BINDING EFFECT

- 10.1 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.

11. AUTHORIZATION AND EXECUTION

- 11.1 The Signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

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**

City Clerk – Natalie Bray

Mayor – Andrew Wannan

**ELLIOT LAKE MINOR SOCCER
ASSOCIATION**



Treasurer/Acting President –
John Tyler