

MEMORANDUM OF UNDERSTANDING

RE: PRINCE ALBERT CONVENTION AND CULTURAL EVENT CENTRE

Between:

**THE CITY OF PRINCE ALBERT
("City")**

and:

**MONTREAL LAKE CREE NATION
("MLCN")**

and:

**PETER BALLANTYNE CREE NATION
("PBCN")**

and:

**LAC LA RONGE INDIAN BAND
("LLRIB")**

PREAMBLE

The City along with MLCN, PBCN and LLRIB (individually a "Party" and collectively the "Parties") are in the planning stages for the development of a convention and cultural event centre to be located within the City, that will create a strong, vibrant and stable asset for the City and surrounding communities (the "Convention and Cultural Event Centre");

The Parties seek to support the development and ongoing operation of the Convention and Cultural Event Centre by encouraging investment, diversity and the development of successful initiatives that will benefit the Parties and all users of the Convention and Cultural Event Centre;

The Parties are committed to the principle of 'mutual benefit' with respect to the Convention and Cultural Event Centre, and acknowledge that a cooperative and coordinated approach for the development of the Convention and Cultural Event Centre will benefit the Parties and the surrounding communities;

Each Party recognizes the importance of cultivating the prosperity of the Prince Albert region, through both their independent and collective efforts.

Therefore, the Parties hereto agree as follows:

1.0 MANDATE

The intention of the Parties in entering into this Memorandum of Understanding ("MOU") is to establish a collaborative framework for the purpose of considering and pursuing various

revenue options to fund the construction and operation of the Convention and Cultural Event Centre. Among the numerous goals and benefits of the Convention and Cultural Event Centre will be the promotion of cultural heritage, the support and growth of economic development and the enhancement of cohesion within the participating and surrounding communities.

2.0 OBJECTIVES

- 2.1 The Parties intend on pursuing funding opportunities from provincial and federal governments for the construction of the Convention and Cultural Event Centre.
- 2.2 Each of MLCN, PBCN and LLRIB will endeavor to secure funds from the federal government ~~and also from their own communities and resources, if required,~~ to contribute towards the construction of the Convention and Cultural Event Centre. In consideration for such contributions, they will receive an ownership interest in the Convention and Cultural Event Centre. The ownership interests by MLCN, PBCN and LLRIB will cumulatively be no greater than 45%, with the balance of ownership in the Convention and Cultural Event Centre to be held by the City as majority owner.

 TCS

3.0 COMMITMENTS AND RESPONSIBILITIES

3.1 CITY

3.1.1 The City hereby agrees:

- (i) to schedule, coordinate and facilitate meetings with relevant provincial and federal government representatives for the purpose of pursuing funding and related support for the development and construction of the Convention and Cultural Event Centre.
- (ii) to schedule regular meeting of the Parties for the purpose of reviewing progress, addressing challenges, and generally to further the objectives outlined herein in relation to the development and construction of the Convention and Cultural Event Centre.
- (iii) to prepare and circulate to the Parties quarterly progress reports including details of the status of all funding applications, financial updates and new developments.
- (iv) to provide administrative support for funding applications for the Convention and Cultural Event Centre.
- (v) to provide municipal support for the Convention and Cultural Event Centre.
- (vi) to endeavor to generate positive public support for the Convention and Cultural Event Centre.

3.2 MLCN

3.2.1 MLCN hereby agrees:

- (i) to endeavor to secure funds from the federal government and also from its own community and resources to contribute to the development and construction of the Convention and Cultural Event Centre, in exchange for an ownership interest in the Convention and Cultural Event Centre.
- (ii) to participate in the planning and development of the Convention and Cultural Event Centre.
- (iii) to encourage its community members to become involved and to provide support for the Convention and Cultural Event Centre.


3.3 PBCN

3.3.1 PBCN hereby agrees:

- (i) to endeavor to secure funds from the federal government and also from its own community and resources to contribute to the development and construction of the Convention and Cultural Event Centre, in exchange for an ownership interest in the Convention and Cultural Event Centre.
- (ii) to participate in the planning and development of the Convention and Cultural Event Centre.
- (iii) to encourage its community members to become involved and to provide support for the Convention and Cultural Event Centre.

3.4 LLRIB

3.4.1 LLRIB hereby agrees:

- (i) TCS  to endeavor to secure funds from the federal government ~~and also from its own community and resources~~ to contribute to the development and construction of the Convention and Cultural Event Centre, in exchange for an ownership interest in the Convention and Cultural Event Centre.
- (ii) to participate in the planning and development of the Convention and Cultural Event Centre.
- (iii) to encourage its community members to become involved and to provide support for the Convention and Cultural Event Centre.

3.5 JOINT COMMITMENTS AND RESPONSIBILITIES

3.5.1 The Parties agree to attend regular meetings scheduled by the City for the purpose of

reviewing progress, addressing challenges, and generally to further the objectives outlined herein in relation to the development and construction of the Convention and Cultural Event Centre.

- 3.5.2 The Parties will work collaboratively to seek additional funding and financial support from the provincial government and from such other sources as they agree upon.
- 3.5.3 The Parties will create a financial management system to ensure transparency and accountability with respect to all funds received, expenses paid, and proper use of all funds obtained for the Convention and Cultural Event Centre.
- 3.5.4 The Parties will establish a joint governance board consisting of representatives from each Party, to oversee the development, construction, operation and management of the Convention and Cultural Event Centre.
- 3.5.5 All reports, studies, information, data, statistics, promotional materials and other materials related to the Convention and Cultural Event Centre shall be made available to all Parties, but may be subject to restrictions on disclosure, distribution, or use, as determined by the Parties.
- 3.5.6 The Parties agree to promote their partnership with respect to the Convention and Cultural Event Centre to the public in a supportive and mutually respectful manner, and each shall obtain the consent of the others before unilaterally promoting this partnership to the media or to the general public.

4.0 TERM AND TERMINATION

- 4.1 Subject to paragraphs 4.2 and 4.3, this MOU will remain in effect until the earlier of the Parties entering into formal agreements that will replace this MOU, or construction of the Convention and Cultural Event Centre has been completed (the "Term").
- 4.2 Any Party may exercise its right to terminate this MOU prior to the end of the Term on 90 days prior written notice provided to the other Parties, or, immediately upon written notice provided to the other Parties where one of the other Parties has:
 - i) breached this MOU and there is no remedy available that is satisfactory to the remaining Parties;
 - ii) breached the law;
 - iii) committed a breach of good business practices;
 - iv) committed a breach of the spirit and intent of this MOU;
 - v) committed acts that negatively impact on the public image of any of the Parties or the Convention and Cultural Event Centre;
 - vi) failed to align with the goals of the Convention and Cultural Event Centre.
- 4.3 Where one of the Parties has committed any of the offenses described in paragraphs 4.2 (i) to (vi) above, then the remaining Parties may elect to unanimously expel the offending Party from the partnership if the offending Party fails to rectify any breach of paragraphs 4.2 (i) to (vi) above within 30 days of written notice being delivered to the offending Party.

5.0 GENERAL PROVISIONS

- 5.1 This MOU may only be extended or amended by unanimous agreement of the Parties.
- 5.2 Additional parties to the MOU are permitted by unanimous agreement of the Parties.
- 5.3 The Parties shall enter into formal agreements reflecting the understandings detailed in the within MOU, and shall do such things, execute such further agreements, and provide such assurances as may be necessary or advisable from time to time to carry out the intent, terms and conditions of this MOU.
- 5.4 This MOU is intended to be ~~binding~~ on the Parties, and with the consent of all Parties, upon the Parties' respective successors and assigns.
- 5.5 This MOU shall be governed and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada.

[Signatures follow]

Dated this ____ day of _____, 2024

THE CITY OF PRINCE ALBERT

Per: _____

Per: _____

Dated this 18 day of June, 2024

MONTREAL LAKE CREE NATION

Per: Chief Joya McLeod

Per: [Signature]

Dated this 18 day of June, 2024

PETER BALLANTYNE CREE NATION

Per: Chief Lita Kealy

Per: _____

Dated this 18 day of June, 2024
September 4, 2024.

LAC LA RONGE INDIAN BAND

Per: Jammy Coala Pearson

Per: _____