

Addendum to Letter to City Manager**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is dated effective the 9th day of July, 2020 (the “**Effective Date**”).

BETWEEN:

SASKATOON WILDLIFE FEDERATION
(“SASKATOON WILDLIFE”)

AND

SASKATOON TRIBAL COUNCIL (“STC”)

WHEREAS: The Purpose of this Memorandum of Understanding (“**MOU**”) is to set out the common understanding of Saskatoon Wildlife and STC, and each a “**Party**” and collectively, the (“**Parties**”) for the opportunity to work and develop a relationship between the Parties that will be beneficial for all concerned.

AND WHEREAS the Saskatoon Wildlife owns a series of lands in and around the Saskatoon area that are utilized for sport and related purposes.

AND WHEREAS STC is the governing body of the STC Program and Services which represents and advocates for seven (7) First Nations, more specifically: Kinistin Saulteaux Nation, Mistawasis Nêhiyawak, Muskeg Lake Cree Nation, Muskoday First Nation, One Arrow First Nation, Whitecap Dakota First Nation, and Yellow Quill First Nation, which are all located around the Saskatoon area.

AND WHEREAS Saskatoon Wildlife and STC are desirous of creating, encouraging, and facilitating opportunities between the Parties primarily through the development, operation, and use of the facilities of the Saskatoon Wildlife in or near the City of Saskatoon.

AND WHEREAS Saskatoon Wildlife has created and actively managed a series of facilities which include archery, firearms use, target practice, games, training, and other related uses.

AND WHEREAS The STC provides a work environment that encourages leadership, collaboration, creative arrangements and agreements to develop, grow, and enhance the work of indigenous people and persons in and around the area of Saskatoon.

AND WHEREAS Saskatoon Wildlife is prepared to offer the use of its facilities in a joint and cooperative fashion to STC to help promote common causes and arrangements between the Parties.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That specific arrangements will be developed for the common and cooperative use of the Saskatoon Wildlife facilities presently housed in and around the City of Saskatoon including adjacent Swales.
2. That Saskatoon Wildlife is interested in providing continued training and utilizing existing facilities for the benefit of inner-city children, both of indigenous and non-indigenous nature, including the development of certain skills.
3. That the Saskatoon Wildlife is prepared to incur certain costs to enhance this relationship between the Parties, such costs will be discussed and negotiated and worked through between the Parties.
4. That the STC is prepared to contribute what its Board of Directors and membership feel reasonable in the circumstance to aid and abet the development of these common programs.
5. That the Parties agree that representatives from both Parties may participate in the development of prospective interpretive centers that are proposed for adjacent sites to the Saskatoon Wildlife facilities.
6. That STC will nominate and provide a nominee for the Board of Directors of the Saskatoon Wildlife. Such a nominee shall be solely the choice of STC but that the membership on the board of the Saskatoon Wildlife shall not be limited to one person and that STC is encouraged to provide support and leadership in other areas.
7. That Saskatoon Wildlife is involved in the Hunt for Hunger Program and would welcome the assistance and support of the STC now and in the future.
8. That Saskatoon Wildlife continues to foster and develop a Trout Pond Program for which fishing licenses are required but is prepared to work with STC in enhancing and promoting the Catch and Release program.
9. That Saskatoon Wildlife has donated over \$300,000 to Saskatchewan's Habitat for Trust for the conservation of critical wildlife habitat and intends to enhance that program possibly in concert with STC.
10. That the Hyde Project developed in concert with Ducks Unlimited has enjoyed the benefit of Saskatoon Wildlife funding. Such project might ideally be expanded in concert with STC.
11. That the Hunt for Hunger Program created by Saskatoon Wildlife provides a service where hunters bring in excess wild meat to be processed and delivered to the Food Bank and that in concert with STC, this program may be enhanced and expanded.

12. The Parties shall proceed in good faith with due diligence towards the negotiations of any agreements to form a business organization, partnership, joint venture, or corporation which will utilize any duties, responsibilities or obligations of the Parties (the "Definitive Agreement"), which shall contain such terms and conditions, as may be usual and appropriate, provided no contractual obligations shall arise until the mutual agreement of the Parties are confirmed by the execution and delivering of the Definitive Agreement.
13. The Parties understand that both will seek approval of the Definitive Agreement by their respective Board of Directors, prior to signing the Definitive Agreement.
14. Both Parties will retain and instruct their own counsel to review, negotiate and close any transactions, contemplated under the Definitive Agreements, and each Party shall bear its own costs in this respect.

2. General Provisions

- 2.1. Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this MOU that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this MOU or any provision hereof.
- 2.2. The Parties will collaborate and cooperate with one another and use commercially reasonable efforts to negotiate and complete a Definitive Agreement, as contemplated by this MOU.
- 2.3. The Parties to this MOU covenant, represent and warrant to each other as follows:
 - (a) that such Party has full right and authority to enter into and be bound by the terms and provisions of this MOU; and
 - (b) that the entering into of this MOU and performance by a Party of any of the terms and provisions of this MOU shall not be construed as, nor deemed to be, an admission of any kind by any Party.
- 2.4. The Parties hereto agree that the covenants, representations, agreements and warranties given by each of them in this MOU shall survive the execution of this MOU.
- 2.5. No Party shall disclose the content of this MOU or discussions between the Parties relating to the subject-matter of this MOU, unless both Parties mutually agree in writing and in advance of such disclosure, except with each other professional advisors.

- 2.6. This MOU, including any and all schedules, constitutes the entire agreement between the Parties with respect to its subject-matter and merges all prior and contemporaneous communications, both written and oral, by and between both Parties.
- 2.7. Each Party acknowledges it has been instructed to receive independent legal advice with respect and prior to the execution and delivery of this MOU. Each Party acknowledges that it has either received the independent legal advice prior to the execution and delivery of this MOU or has sufficient expertise to fully appreciate the ramifications of this MOU.
- 2.8. This MOU may be amended at any time by the written agreement of both Parties.
- 2.9. In considering this MOU, the words in the singular shall include the plural and vice versa, and the words importing masculine shall include feminine and neuter and vice versa.
- 2.10. This MOU cannot be assigned without the express written consent of the other party.
- 2.11. All references to currency in this MOU shall mean legal tender of Canada.
- 2.12. This MOU will be governed by and be construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.
- 2.13. This MOU shall enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, as the case may be.
- 2.14. This MOU is not legally binding. Should the Parties mutually agree to make this MOU legally binding, an amendment must be accepted and signed by both Parties.
- 2.15. This MOU may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this MOU by electronic means, including, without limitation, by facsimile transmission or by electronic transmission of portable document format (“pdf”) file or other electronic file, shall be equally effective as delivery of a manually executed counterpart.

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