

# COUNCIL REQUEST FOR DECISION

- IN CAMERA REPORT -



**DATE:** November 15, 2018

**MEETING DATE:** December 3, 2018

**SUBMITTED BY:** Michelle Hay, Director of Intergovernmental Affairs and Corporate Planning and Harold Wilson, Manager of Economic Development

**PREPARED BY:** Michelle Hay, Director of Intergovernmental Affairs and Corporate Planning and Harold Wilson, Manager of Economic Development

**REPORT TITLE:** Leduc Nisku Economic Development Association (LNEDA) Update for December 3, 2018

**IN CAMERA PURSUANT TO FOIP SECTION(S):** FOIP s. 16, 21, 24, 25 & 29

## REPORT SUMMARY

The future of the Leduc-Nisku Economic Development Association (LNEDA) must be considered by its founding members, the City of Leduc and Leduc County. The state of economic development in the Edmonton Metro Region has and continues to evolve with the creation of Edmonton Global and the four-party Inter-jurisdiction Cooperation Accord. This necessitates a frank evaluation of the resourcing and efficacy of existing entities and aligns with Council's direction in the City of Leduc 2019-2022 Strategic Plan. In that evaluation, both the City of Leduc and Leduc County have expressed on ongoing dissatisfaction with the performance of LNEDA in addressing needs and have identified other economic activities where investment may prove more beneficial. As such, this report contemplates and recommends issuing notice to LNEDA.

## RECOMMENDATION

That the City of Leduc Council directs administration to take the required actions to deliver notice to the board of the Leduc-Nisku Economic Development Association (LNEDA) prior to December 31, 2018 of its intent to withdraw from the association by the end of 2019.

That the City of Leduc works with Leduc County, the other member of the Leduc-Nisku Economic Development Association (LNEDA), to establish and enact a transition plan to address human resources, open projects and any other such necessary matters through the approval of a 2019 budget at an annual general meeting of the members.

## BACKGROUND

### KEY ISSUE(S) / CONTEXT:

### CHANGING ENVIRONMENT

The Leduc-Nisku Economic Development Association was formed as a partnership by the City of Leduc and Leduc County 1984 and that partnership is outlined in the attached member agreement. For more than three decades, it served as an agency providing regional economic development support to its members and associate members. As the Edmonton Metro Region and province continues to grow and evolve, so too has the approach to economic development.

2015: The City of Leduc recognized and addressed the need to have dedicated, locally focused economic development expertise by creating a department with three priorities--business retention and expansion (BR&E); business and investment attraction (BIA); community economic development readiness (CEDR).

2017: Signed the Inter-jurisdiction Cooperation Accord along with Leduc County, the City of Edmonton and Leduc County to create the conditions that will allow the Edmonton International Airport and surrounding lands to achieve its potential as a key economic driver and contributor to the Edmonton Metropolitan Region's sustainability and success

2018: Edmonton Global established by 15 municipalities to market the region and attract foreign direct investment

Municipalities across the province are continually aware of pressures on limited revenues and strive to ensure efficacy for tax dollars expended. For municipalities in the Edmonton Metro Region this pressure is amplified by the number of regional initiatives they participate in—such as those noted above. Therefore, the need to rationalize expenditures and reduce duplication is another factor in considering the future of LNEDA.

In 2018, and similar to the City of Leduc, Leduc County has also added internal economic development resources. Both founding members of the LNEDA have experience a growing sense that the organization may be at a point of diminishing returns. These developments highlight that an evaluation of the LNEDA's role, funding and efficacy was long in the making.

### **LESSONS LEARNED + NEW POSSIBILITIES**

The emergence of Edmonton Global and bolstering the internal capacity of the City and County is not envisioned to be a sufficient alternative to the LNEDA. To be frank, Edmonton Global is still in its formative stages and its future effectiveness is an unknown. The degree of benefit that will come to the Leduc sub-region is likewise unclear. However, this should not and does not mean that Edmonton Global will not be successful in improving the Edmonton Metro Region's visibility, stature and marketability. Rather, this illustrates a needed aspect of economic development that the LNEDA could not address.

The Inter-jurisdiction Cooperation Accord recognized that the future of our region and its success as an economic driver was integrally linked to the Edmonton International Airport. Reflecting on the success of another regional entity—the Alberta's Industrial Heartland—it's clear that the purposeful inclusion of their key regional assets has been a factor in its success. While apple to apple comparisons of municipal investments is not germane to this report, it should be noted that the municipal members both contribute to the organization, have internal economic development capacity and are shareholders in Edmonton Global. Thus far, the emergence of Edmonton Global has resulted in the AIHA negotiating protocols as a way to work together. It's worth reflection that the LNEDA was not in a position to leverage a similar relationship despite decades of investment. While discussion on where accountability for this lies may be an interesting discussion, the focus should be on what we do moving forward and how apply what we know now to better outcomes.

Like Edmonton Global, the exact outcomes that can be expected from the economic development framework anticipated to come from the Inter-jurisdiction Cooperation Accord are uncertain. An overview of the Accord economic development initiative and Edmonton Global Strategic Plan are attached. By way of reminder, the economic development framework will provide a 30-year vision and high-level strategy for economic development for the airport and surrounding lands that will achieve the desired program benefits around economic prosperity and regional competitiveness for the Accord partners. It will clarify the optimal role of the Airport Accord in relation to the other entities that are involved in regional economic development and reduce barriers to growth and development for all the partners. Key deliverables will be:

- Accord Economic Vision
- High Level Economic Strategy
- Economic Development Governance Model
- Key Assumptions (population projections, land use needs, business needs) that will guide the land use, servicing and transportation deliverables)

It is a significant that the economic development framework by design involved the four entities with the most to gain from economically prosperous region. Further, the framework specifically considers governance. Given our inherent participation and the collective “lesson learned” between the city and county, it is well worth a wait-and-see approach for this initiative to see how it can function in the space between Edmonton Global, our local capacity and if any gaps remain.

### WHERE TO FROM HERE

Administration understands the county's desire to conclude LNEDA to be unwavering. Similarly, and with the rationale outlined above, administration also recommends that the utility of the LNEDA has been expended. With the other entities noted above taking shape, it's important to note that considering alternatives to the LNEDA, we do not lose the ability to live our values. Specifically, we have the ability to infuse these new initiatives with our commitment to a regional focus, partnering for success, financial responsibility and transparency and accountability. Rather, it can be argued that continuing to evolve how we deliver economic development in the region we are purposefully applying these values in a more meaningful way on our path to our vision of a thriving region.

The LNEDA bylaws (attached) outline the governance of the organization and make provisions for notice of withdrawal and ultimately dissolution. The process is expected to see both members issue their notice concurrently. A draft notice is attached and would be delivered by the City Manager as the duly appointed member's representative.

Finally, the collaboration and partnership between the City of Leduc and Leduc County can be strengthened through this approach. While perhaps counterintuitive to see success in the potential dissolution of a partnership, it could also be viewed as the recognition that the time is right to do better and do different. Edmonton Global and the Accord are the next iteration of partnership.

### LEGISLATION AND/OR POLICY:

In 2013, the LNEDA was given legal status under the *Societies Act*. The attached membership agreement and bylaws are related policy documents.

### PAST COUNCIL CONSIDERATION:

On November 19, 2018 Administration provided Committee of the Whole with an update on LNEDA and the evolving economic development environment. A copy of the Committee of the Whole presentation is included as an attachment.

At the Council meeting of October, 22, 2018, the following motion was approved:

MOVED by Councillor Finstad that Council approve the:

1. Deputy Mayor Appointments set out in Attachment 1 – Council Appointments for November 2018 – October 2019.
2. List of Appointments set out in Attachment 1 – Council Appointments for November 2018 – October 2019, as amended.

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This effectively continued Councillor Lazowski's appointment to the LNEDA Board since his first appointment in 2013. It also reaffirmed the City Manager as member representative for annual general/special meetings of the LNEDA.

### **CITY OF LEDUC PLANS:**

The City of Leduc 2019-2022 Strategic Plan has an entire focus area dedicated to "an economically prosperous city." Within that focus area is a relevant strategy to "review and strengthen Leduc's role, approach and delivery of local and regional economic development."

## **IMPLICATIONS OF RECOMMENDATION**

### **ORGANIZATIONAL:**

A decision to give notice and potentially dissolve LNEDA will draw on economic development professionals to work with Leduc County and LNEDA on the development and implementation of a transition plan. The Manager, Economic Development, is prepared to work with LNEDA and the County's counterpart to finalize the projects currently underway, all due to finish by mid-2019, and to fully utilize the assets, including the databases, of the LNEDA in accordance with the provisions in the bylaws and membership agreement. Exact steps are still to be determined.

Council will need to be prepared to talk about this decision and the related rationale—particularly how it balances the values of financial responsibility, partnering for success, transparency and accountability, excellence and prosperity as well as a regional focus. In particular, council will want to be prepared to address any potentially disaffected board or business community members.

### **FINANCIAL:**

Funding for economic development activities has changed over the past five years to add an internal staffing complement, to address membership fees required for Edmonton Global and to make an equitable contribution to the work of the Inter-jurisdiction Cooperation Accord. During the past few years, the funding allocation to support LNEDA has been reduced by the amount committed to Edmonton Global, with both items within the contracted services portion of the economic development budget allocation. Each year as the commitment to Edmonton Global has grown, that same amount has been reduced from the commitment to LNEDA; this calculation was already made for 2019.

In 2020 budget planning, consideration will be given to the overall envelope for economic development and its allocations based on the potential dissolution of LNEDA and the outcomes of the Accord economic development framework.

### **POLICY:**

A potential longer-term policy implication of the recommendation is that the city's economic development resources may become more specifically focussed in house, to Edmonton Global and the Accord.

### **LEGAL:**

Termination of the membership of the two members will likely trigger a dissolution process for the LNEDA. There will need to be further analysis of the Societies obligations as part of dissolution. Further, it is prudent for the City of Leduc and Leduc County to jointly retain external legal assistance in this endeavour as the City Solicitor is precluded from such given Law Society restrictions.

### **IMPLEMENTATION / COMMUNICATIONS:**

With the approval of the recommended action contemplated in this report, the City of Leduc is hereby giving written notice to become effective on December 31, 2019 and in accordance with Article 6.1 of the bylaws and Article 2.4(e) of the Membership Agreement.

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There is much merit to working in concert with Leduc County to ensure notice is delivered concurrently. Conversation between each administration is ongoing as these proposed actions are considered. Based on each council's direction and assuming concurrence, the two administrations will collaborate to determine how and when to deliver notice.

The City's economic development professionals will work collaboratively with Leduc County, each executive team and LNEDA to oversee development and implementation the transition plan.

Common key messages will be necessary to reaffirm solidarity of Leduc County and City of Leduc in this development and any future developments relative to LNEDA. It is important that the communications be handled judiciously so we are in front of any messaging and can ensure the tone is appropriate and makes all the necessary outreach and overtures for this anticipated change. Key messages are being drafted in for the decisions contemplated in this report and a joint statement from the city and county is recommended.

### ALTERNATIVES:

1. Take over sole ownership of the LNEDA – This option is not considered viable given that as a sole owner, the entity would be taking on sole responsibility for all liabilities. Moreover, the option would require changes to the bylaws including a review of governance to resolve current issues and is not deemed to be productive in advancing regional relationships. Lastly, the City of Leduc may be precluded from leveraging the Nisku Business Park without Leduc County's involvement. Further, given the anticipated deliverables from the Inter-jurisdiction Cooperation Accord, greater potential lies in approaching economic development with all of the region's assets (business parks and EIA) considered.
2. The City of Leduc could seek out other municipal and other funding partners to bridge the financial gap resulting from the County's departure. However, in addition to the major overhaul of the bylaws and other constraints as noted above, the willingness of other entities to provide significant financing is unlikely. This option is also considered unviable.

### ATTACHMENTS:

1. Membership Agreement
2. Inter-jurisdiction Cooperation Accord – Economic Development Overview
3. Excerpt from Edmonton Global Strategic Plan
4. Leduc –Nisku Economic Development Association Bylaws
5. Proposed notice to LNEDA
6. Leduc-Nisku Economic Development Association Update for November 19, 2018 (presentation)

### Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / K. Woitt, Acting General Manager, Infrastructure & Planning / J. Cannon, Director, Finance

## MEMBERSHIP AGREEMENT

THIS AGREEMENT made effective the \_\_\_\_ day of \_\_\_\_\_, 2012.

BETWEEN:

**CITY OF LEDUC**  
(hereinafter referred to as "Member")

- and -

**LEDUC-NISKU ECONOMIC DEVELOPMENT ASSOCIATION**  
(hereinafter referred to as the "Society")

WHEREAS it is a condition of membership in the Society that this Membership Agreement be executed by the Member;

AND WHEREAS the Board of Directors of the Society, subject to compliance by the Member with all requirements pursuant to the Bylaws, has resolved to admit the Member as a member of the Society;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the payment of the sum of Ten (\$10.00) Dollars by a Member to the Society and that the premises and the mutual agreements and conditions herein contained the parties hereby agree as follows:

### ARTICLE 1 - INTERPRETATION

#### 1.1 Definitions

In this Agreement unless there is something in the context inconsistent therewith the following words and phrases will have the following meanings:

- (a) "Act" means the *Societies Act* RSA 2000 c. S-14, as amended from time to time;
- (b) "Advances" means all outstanding loans due and owing from time to time by the Society to a Member;
- (c) "Appoint" includes "elect" and vice versa;
- (d) "Board" means the Board of Directors of the Society;
- (e) "Bylaws" means the Bylaws of the Society as from time to time amended or restated;
- (f) "Director(s)" means the person(s) who is/are from time to time elected or appointed as Director(s) of the Society. For clarity, the term Director is also to apply to an Alternate Director as that term is defined in the Bylaws and as the context requires;
- (g) "Effective Date" means the date hereof.

- (h) "Executive Director" means that individual employed or engaged by the Society having the title of Executive Director, from time to time;
- (i) "Member's Interest" means all right, title and interest of a Member in and to any Advances and any other right or claim a Member may have against the Society as a Member;
- (j) "Office Manager" means that individual employed or engaged by the Society having the title of Office Manager, from time to time;
- (k) "Officer(s)" means any officer(s) of the Society;
- (l) "Parties" means the parties to this Agreement;
- (m) "Triggering Event" means any one or more of the following:
  - (i) the failure by the Member to obtain, perform or carry out any of its obligations hereunder where such failure continues for thirty (30) days after notice in writing from the Society demanding that such default be cured; and
  - (ii) the failure by the Member to take reasonable action to prevent or defend any action or proceedings whereby any of its Member's Interest is seized or if there be an execution or attachment thereof, where such failure continues for thirty (30) days after the Society has demanded in writing that the Member take such reasonable action and the Member fails to take any such action or proceedings.

## 1.2 Defined Terms

Words and phrases used in this Agreement and not defined herein have the same meaning assigned to them respectively in the Act.

## ARTICLE 2 - IMPLEMENTATION OF AGREEMENT

### 2.1 Effective Agreement

The Member shall vote in such a way as to fully implement the terms and conditions of this Agreement and shall forthwith take such steps as are necessary to remove any Director who refuses to exercise his discretion in accordance with the terms of this Agreement.

### 2.2 Conflict

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement.

### 2.3 Effective Date

All of the mutual covenants and agreements herein contained became effective and binding upon the Parties as and from the Effective Date and this Agreement shall continue in full force and effect from the Effective Date until termination in accordance with the terms of this Agreement.

### 2.4 Termination

This Agreement shall cease and terminate on the occurrence of any of the following events, namely:

- (a) the bankruptcy or receivership of the Society;
- (b) the passing of a resolution for winding up the Society or the winding up of the Society pursuant to the Act;
- (c) the execution of any agreement of termination in writing by the Parties;
- (d) the expulsion of the Member pursuant to Section 6.3 of the Bylaws; or
- (e) if delivered together with a notice to terminate membership in the Society delivered pursuant to Section 6.1 of the Bylaws, by way of notice in writing delivered by the Member to the Society on or before December 31<sup>st</sup>, such termination to become effective on December 31<sup>st</sup> of the following year.

### ARTICLE 3 - CONDUCT OF THE AFFAIRS AND BUSINESS OF THE SOCIETY

#### 3.1 Board of Directors

The Member agrees that the affairs of the Society shall be managed by the Board of Directors appointed or elected in accordance with Article 15.3 of the Bylaws and, provided that, the Member remains a member in good standing of the Society, including, but not limited to satisfaction of the requirements by the Society to pay the membership fee annually, the Member shall be entitled to appoint the number of Directors to the Board of Directors as set forth in Article 15.3 of the Bylaws.

#### 3.2 Appointment of Directors

The Member shall immediately upon becoming a Member notify the Society in writing of the name of the designate(s) of the Member to act as Director(s) and shall, from time to time, notify the Society in writing upon the request of the Society of the identity of such Director(s).

#### 3.3 Conduct of the Affairs of the Society

The Member agrees that, unless authorized by a resolution passed by a majority of the Members or consented to in writing by all of the Members, the Members shall not cause or permit the Society and the Board shall not authorize the Society to:

- (a) take or institute any proceedings for the winding up, reorganization or dissolution of the Society;
- (b) make any expenditure that is not authorized in accordance with Article 35 (Authorization of Expenditures) of the Bylaws;
- (c) sell, lease or exchange all or substantially all of the property of the Society other than in the ordinary course of business;
- (d) make any payment in reduction of any Advances;
- (e) be continued as a body corporate under the laws of another jurisdiction;
- (f) reorganize;
- (g) purchase or sell any real or immovable property;
- (h) enter into of any partnerships or joint ventures;

- (i) amend, repeal, or enact any Bylaws other than those already in place;
- (j) make a general assignment for the benefit of creditors;
- (k) make a voluntary assignment to a trustee in bankruptcy;
- (l) issue, re-issue, sell or pledge debt obligations of the Society; or
- (m) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Society owned or subsequently acquired, to secure any obligation of the Society.

#### 3.4 Operations and Banking

The Member acknowledges and agrees that:

- (n) all monies received on account of the Society's operations from time to time shall be immediately paid into the bank of the Society and all disbursements in respect of the Society expenditures shall be paid from the account(s) maintained by the Society at such bank;
- (o) any two (2) Directors or any Director and the Executive Director, together, are authorized to make, sign, draw, accept, negotiate, endorse, execute and deliver all or any cheques, promissory notes, drafts, acceptances, bill of exchange, orders for the payment of money, and other instruments whether negotiable or not on behalf of the Society;
- (p) with respect to any disbursement in an amount equal to or less than Twenty-Five Thousand (\$25,000.00) Dollars, the Executive Director and the Office Manager, together, are authorized to make, sign, execute and deliver a cheque or money order for the payment of such amount on behalf of the Society;
- (q) except as otherwise set forth herein, no Member, Director, Officer, employee or other representative shall, without the consent of the Board sign, draw, accept, endorse, execute, and deliver all or any cheques, promissory notes, drafts, acceptances, bills of exchange, orders for the payment of money, and other instruments whether negotiable or not, in the name of the Society or in any matter pledge the credit of the Society except in the usual and regular course of business; and
- (r) the Society shall keep detailed records and books of account prepared in accordance with generally accepted accounting principles. The Society shall distribute annual audited financial statements to each Member within seven (7) days of the Society's receipt thereof.

#### 3.5 Conduct of the Affairs of the Society

The Society shall deliver to each Member a written status report on the conduct of the business and activities of the Society;

- (s) for the period from January 1 to June 30 on or before July 31 immediately following;
- (t) for the period from July 1 to December 31 on or before January 31 immediately following; and
- (u) on any specific matter or period identified in a written request from all of the Members to the Society within thirty (30) days of the receipt by the Society of such written request.

**ARTICLE 4 - FINANCING****4.1 Conformance to Budget**

All expenditures of the Society shall be made in accordance with the budget established pursuant to Article 34 of the Bylaws.

**4.2 Advances**

Any Advance made by any Member to the Society shall be made upon such terms and conditions acceptable to the Society and such Member.

**ARTICLE 5 - DEFAULT****5.1 Remedies**

Upon the occurrence of a Triggering Event, the Society may do any one or more of the following:

- (a) pursue any remedy against the Member available to it at law or in equity, it being acknowledged that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default; or
- (b) take such actions as may reasonably be required, to cure the default, in which event all payments, costs and expenses incurred therefor shall be payable by the Member to the Society on demand with interest at a rate equal to ten (10%) percent per annum; or
- (c) waive the default provided, however, that any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default; or
- (d) terminate the entitlement of the Member to the benefits of membership that are available to the Members.

**ARTICLE 6 - TERMINATION OF MEMBERSHIP****6.1 Termination**

The Member will only terminate its membership in the Society in accordance with Article 6.1 of the Bylaws. Upon termination of its membership, the Member shall have no claim to any property (tangible or intangible) of the Society in any manner.

**ARTICLE 7 - DISTRIBUTION OF PROPERTY****7.1 Dissolution or Winding Up**

Upon the dissolution or winding up of the Society and after payment of all debts and liabilities of the Society, the remaining property of the Society shall be distributed to the Members, as shown on the records of the Society as of the date immediately preceding dissolution or winding up, pro rata. The Member specifically agrees that it will take such actions as may be required to ensure that such distribution occurs strictly in accordance with this Section 7.1.

**ARTICLE 8 - GENERAL PROVISIONS****8.1 Notices**

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (c) below; or
- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
  - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
  - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

Except as herein otherwise provided, notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:

- (i) City of Leduc  
1 Alexandra Park  
Leduc, Alberta  
T9E 4C4  
Attention: City Manager  
Facsimile: 780-980-7127
- (ii) Leduc-Nisku Economic Development Association  
5911 - 50 Street  
Leduc, Alberta  
T9E 6S7  
Attention: Chair

with a copy to:

Brownlee LLP  
2200, 10155 - 102 Street  
Edmonton, Alberta  
T5J 4G8  
Attention: Raymond Guy Miki  
Facsimile: 780 424-3254

or to such other address as each party may from time to time direct in writing.

## 8.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

## 8.3 Time of Essence

Time shall be of the essence of this Agreement.

## 8.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and any schedule(s) hereto are expressly incorporated into and form part of this Agreement.

## 8.5 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

## 8.6 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

## 8.7 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

## 8.8 Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

## 8.9 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

**8.10**      Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

**8.11**      Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

**8.12**      Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

**8.13**      Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

**8.14**      Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

**8.15**      Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

**8.16**      Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

**8.17**      Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be

made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

8.18 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

8.19 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

8.20 Assignment of Agreement

No party hereto shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from all other parties hereto, such consent not to be unreasonably withheld, PROVIDED THAT in no event shall any assignment which may have been consented to release or relieve the assignor from its obligations to fully perform all of the terms, covenants and conditions of this Agreement on its part to be performed.

8.21 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

**CITY OF LEDUC**

Per: "Original Signed" \_\_\_\_\_

Per: \_\_\_\_\_

**LEDUC-NISKU ECONOMIC  
DEVELOPMENT ASSOCIATION**

Per: "Original Signed" \_\_\_\_\_

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## **Economic Development Framework**

**Issue:** Currently no directive economic development strategy as part of the Airport Accord. The purpose of the Accord Economic Development Framework is to develop the overarching economic development goals for the Accord area that will create the conditions that will allow the Edmonton International Airport and the surrounding area to achieve its potential as a key economic driver and contributor of direct and indirect jobs to the Edmonton Metropolitan Region's sustainability and success

**Solution:** The Economic Development Framework project will focus on developing a Vision for the airport and surrounding lands with an associated strategy outlining goals, objectives, roles and responsibilities to maximize the economic health of the region. It should be oriented at building on the relationships between the Accord partners and other economic development entities in the region. The Framework will align with the overarching Edmonton Global framework. It should also inform the Land Use and Servicing and Transportation Framework projects.

**How:** Accord partners would approach economic development by directly linking strategies with land use, servicing and transportation in mind, and reduce barriers to growth and development for all the partners. The plan is to integrate the Economic Development Framework Project and the Aerotropolis Project undertaken under the auspices of the Leduc Nisku Economic Development Agency (LNEDA). The intent being to optimize the opportunities presented by both, ensure that they complement each other and do not compete or conflict with each other and bring the Aerotropolis Project under the Airport Accord.

This framework will be a critical input to developing the land use framework. Priority will be required to have this framework completed or at least partially complete to inform the other frameworks.

**Deliverable:** The **Economic Development Framework** will provide a 30 year **vision** and **high-level strategy** for economic development for the airport and surrounding lands that will achieve the desired program benefits around economic prosperity and regional competitiveness for the Airport Accord partners. It will clarify the optimal role of the Airport Accord in relation to the other entities that are involved in regional economic development and reduce barriers to growth and development for all the partners.

**Key deliverables** will be:

- Accord Economic Vision
- High Level Economic Strategy
- Economic Development Governance Model
- Key Assumptions (population projections, land use needs, business needs) that will guide the land use, servicing and transportation deliverables)

**Date of Final Deliverable:** Earliest is August 2019

**Consultant:** Deloitte + AirBiz

**Alignment to City of Leduc Strategic Plan:**

- A City with a Plan for the Future
  1. Ensure that the City of Leduc has clear plans and strategies, supported by enabling technologies, to guide future growth with a high quality of life.
- An Economically Prosperous City

1. Maximize Leduc's geographic location to increase economic prosperity.
  2. Encourage economic growth and diversification in Aerotropolis primary clusters.
  3. Review and strengthen Leduc's role, approach and delivery of local and regional economic development.
- A Collaborative Community-Builder and Regional Partner
    1. Increase community building capacity to meet the needs and expectations of citizens by working collaboratively with stakeholders and partners within Leduc and across the region.
    2. Increase efficiency and effectiveness of delivering municipal programs, services and infrastructure by working collaboratively with other municipalities.

**Demonstrable Benefits to City of Leduc:**

- Increased employment opportunities at EIA, Leduc, and surrounding areas (Edmonton, Nisku etc.)
- Regional economic planning strategy will support growth efforts and overall planning

**Status of Task Team:** Project Charter approved by Working Group September 14

The task team has two ongoing activities:

1. Onboarding of successful proponent
2. Supervision and review of the LNEDA Aerotropolis Phase 2 project

**City of Leduc Contacts:**

Harold Wilson (Lead & SME)

## CORE ASSUMPTIONS

1. Edmonton Global's major priority is investment and job attraction to the Edmonton Metro Region.
2. Edmonton Global is the regional voice for Economic Development activities in the Edmonton Metro Region and must tell the story of the Edmonton Metro Region by acting as the Region's voice to the world and conduit to international markets.
3. Edmonton Global is based on the principle of regional partnership, and believes ongoing global, national, provincial, regional, sub-regional and local partnerships are pivotal to its success.

The strategy for Edmonton Global is developed within a national narrative that must consider, reflect and complement the activities and expertise of other national partners.

## Priority 1:

*Serve as a catalyst for investment and job attraction and retention for the Edmonton Metropolitan Region*

### OBJECTIVE:

To pursue FDI and Trade opportunities in focus sectors and markets where growth potential exists for the Edmonton Metropolitan Region

### INITIATIVE 1:

Seeking opportunities for Lead Generation in Agri-Business, Energy, Health, and Manufacturing/Advanced Manufacturing across the regional economic development ecosystem.

### DESIRED OUTCOME:

Production of a regional economic development ecosystem integration plan that includes lead generation and share protocols with Edmonton Global member municipalities and partner economic development agencies, which includes targets for Edmonton Global's FDI and Trade initiatives.

### INITIATIVE 2:

Developing a regional Site Selection tool and Regional Database to inform regional investment decisions, and business and talent attraction and retention.

### DESIRED OUTCOME:

Agree to one municipal member database as a shared common database where Edmonton Global assumes responsibility and management on behalf of its partners.

### INITIATIVE 3:

Using innovative approaches to Market Intelligence, Research, and Competitive Benchmarking to target opportunities and inform investment decisions and strategies.

### DESIRED OUTCOME:

Establishment of data analytics capacity, including but not limited to capabilities in regional labour data, feasibility studies, and business cases for investment opportunities benchmarked against competitive global jurisdictions.

## Priority 2:

*Be the voice of the Edmonton Metropolitan Region's economic development activities.*

### OBJECTIVE:

To develop a regional brand for economic development and tell the story of the Edmonton Metropolitan Region within and outside of Canada

### INITIATIVE 1:

Positioning the Edmonton Metropolitan Region as an investment-ready and attractive place to do business by developing and promoting a regional brand.

### DESIRED OUTCOME:

Development of an Edmonton Global marketing and brand strategy in collaboration with regional partners that includes measurements, such as

recognition of, and return on, regional brand awareness, and measurement of engagement through social media and website analytics.

### INITIATIVE 2:

Collaborating with regional partners and stakeholders to advocate for policies, programs, incentives and funding that can make the Edmonton Metropolitan Region as globally competitive and attractive as possible.

### DESIRED OUTCOME:

Development of an Edmonton Global advocacy strategy in collaboration with regional and local partners that identifies barriers to investment and solutions to enhancing the region's competitiveness, including how and where capacity development can be supported with respect to local economic development efforts.

## Priority 3:

*Leverage partnerships to enhance Edmonton Global's success.*

### OBJECTIVE:

To align with economic development, institutional and business partners to enable economic development opportunities.

### INITIATIVE 1:

Aligning with National, Provincial, Regional and Local economic development narratives to leverage collective capabilities in areas vital to Edmonton Global's success.

### DESIRED OUTCOME:

Development of a regional economic development communications and marketing protocol in collaboration with regional, provincial and national partners.

### INITIATIVE 2:

Capitalizing on Industry and Institutional Partnerships to produce novel strategies and approaches to development through a regional innovation agenda that will make the Edmonton Metro Region more globally competitive.

### DESIRED OUTCOME:

Establishment of a business partnership council, comprised of small, medium and large business representing a cross-section of regional sectors.

## Priority 4:

### *Organizational Excellence*

#### **OBJECTIVE:**

To establish Edmonton Global as a top-performing regional economic development corporation and an employer of choice.

#### **INITIATIVE 1:**

Maximizing Organizational Performance by appointing a credible and successful leadership team to ensure Edmonton Global fulfills its mandate as a regional leader in economic development.

#### **DESIRED OUTCOME:**

Development of an organizational business and work plan predicated on a sound organizational structure, fiscal responsibility and budgetary

management, a culture of Best-Practice execution, and employee satisfaction.

#### **INITIATIVE 2:**

Ensuring Shareholder Satisfaction by providing meaningful engagement and alignment opportunities with Shareholder Mayors, regional economic development agencies, Shareholder CAO's, Economic Development Officers, business, and industry to focus regional capacity toward a common vision.

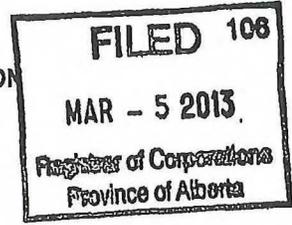
#### **DESIRED OUTCOME:**

Introduction of a yearly shareholder satisfaction survey and regional collaboration framework to ensure Edmonton Global is leveraging partnerships for its success.

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LEDUC-NISKU ECONOMIC DEVELOPMENT ASSOCIATION  
BYLAWS



ARTICLE 1 - DESIGNATION

1.1 The Society shall be designated as the "LEDUC-NISKU ECONOMIC DEVELOPMENT ASSOCIATION".

ARTICLE 2 - INTERPRETATION

2.1 In these bylaws unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number of the feminine gender, as the case may be, and vice versa, and the following words shall have the following meanings unless the context otherwise requires:

- (a) "Act" means the *Societies Act*, RSA 2000, c. S-14, as amended from time to time;
- (b) "Alternate Director" means that person appointed in accordance with Article 15.4 hereof;
- (c) "Annual General Meeting" means that meeting to be held as set forth in Article 7.1 hereof;
- (d) "Associate Member" means a Person that has complied with requirements set forth in Article 3.3 hereof;
- (e) "Board" means Board of Directors of the Society established from time to time pursuant to Article 15 hereof;
- (f) "Director(s)" means the director(s) of the Society appointed or elected to the Board in accordance with these Bylaws;
- (g) "Member(s)" means a Person that has complied with the requirements set forth in Article 3.1, hereof;
- (h) "Membership Fee" means that membership fee determined in accordance with Article 5.1 hereof;
- (i) "Person" means that term as it is defined in the *Interpretation Act*;
- (j) "Society" means the Leduc-Nisku Economic Development Association; and
- (k) "Special Resolution" a special resolution as that term is defined in the *Act*.

2.2 The objects of the Society are those named in the Application under the *Act*, and a copy of that Application shall be kept with a copy of these Bylaws.

ARTICLE 3 - MEMBERSHIP

3.1 Subject to the approval of the Members by way of ordinary resolution, any Person may become a Member by executing a membership agreement in form and content satisfactory to the Board and payment of the Membership Fee.

3.2 Membership in the Society is ongoing and does not require affirmation by Members.



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3.3 Subject to the approval of the Board, any Person may become an Associate Member upon submission of a completed associate membership application and payment of the Membership Fee. For clarity, the term Associate Member shall apply to any type of sponsor, friend, municipality, supporter, benefactor or donor.

**ARTICLE 4 - VOTING RIGHTS OF MEMBERSHIP**

4.1 Each Member shall be entitled to one vote on every matter properly put before a meeting for a vote, such matter to be decided by a show of hands. In the event of a tie, the Chair of the meeting, in addition to his original vote, shall not have a second and casting vote on the matter and the resolution shall fail.

4.2 In no event will any Associate Member be entitled to vote on any matter.

**ARTICLE 5 - MEMBERSHIP FEES**

5.1 The Membership Fee, if any, shall be fixed by the Board from time to time.

**ARTICLE 6 - MEMBERSHIP CEASES**

6.1 A Member may terminate its membership in the Society by way of notice in writing delivered to the Society on or before December 31, such termination to become effective on December 31 of the following year.

6.2 An Associate Member may terminate its membership in the Society by way of notice in writing delivered to the Society on or before June 30, such termination to become effective on December 31 of that year.

6.3 If a Member fails to contribute toward the budget of the Society pursuant to the Membership Agreement between the Society and the Member that is in force from time to time, the other Member(s) may, by ordinary resolution, expel the Member in default from the Society, such expulsion to take effect upon the delivery of written notice to the Member in default to that effect from the Society.

6.4 Subject to Article 6.3 herein, a Member shall not be expelled from the Society.

6.5 Any Associate Member may be expelled from the Society for any reason that the Board may deem reasonable, such expulsion to take effect upon the delivery of written notice to such Associate Member to that effect from the Society.

6.6 Upon termination of membership for any reason, no Member or Associate Member shall have any ownership claim to any of the assets of the Society in any manner whatsoever.

6.7 Upon the dissolution or winding up of the Society, and after the payment of all debts and liabilities of the Society, the remaining property of the Society shall be distributed to those non-profit organizations selected by the Members by way of ordinary resolution having objects similar to the Society and in the proportions determined by the Members by way of ordinary resolution.

**ARTICLE 7 - ANNUAL GENERAL MEETING**

7.1 The Annual General Meeting of the Society shall be held at a location and on a date to be selected by the Board each year.

7.2 The Secretary-Treasurer shall provide no less than twenty one (21) days' notice of the Annual General Meeting to the Members.

7.3 At the direction of the Board, the Secretary-Treasurer shall provide notice of the Annual General Meeting to all Associate Members prior to the date set for such meeting.

#### ARTICLE 8 - MEETINGS OF MEMBERS

8.1 Any special or general meeting of the Members shall be held at such place and time within the Province of Alberta as the Board may determine.

8.2 The Board, Chair, or Vice-Chair shall have the power at any time to call a general meeting of the Society, notice of such general meeting to be provided no less than ten (10) days before the time fixed for the holding of such meeting.

8.3 Upon receipt of a request for a general meeting of the Society from one or more of the Members, the Chair shall call a general meeting of the Society, notice of such general meeting to be provided no less than ten (10) days before the time fixed for the holding of such meeting.

8.4 At the direction of the Board, the Secretary-Treasurer shall provide notice of a general meeting of the members or of a special meeting to all Associate Members prior to the date set for such meeting.

#### ARTICLE 9 - SPECIAL MEETING

9.1 At any time, the Board, the Chair, or the Vice-Chair may call a special meeting of the Society.

9.2 Upon receipt of a request for a special meeting of the Society from one or more of the Members, the Chair shall call a special meeting of the Society.

9.3 Notice of any special meeting to be provided to the Members no less than twenty-one (21) days before the time fixed for the holding of such meeting.

#### ARTICLE 10 - NOTICE

10.1 Whenever the provisions of these Bylaws require notice to be given to a Member, Associate Member or Director, such notice may be given:

- (a) personally;
- (b) by depositing same in a post office or a public letter box in a postage-paid, sealed wrapper addressed to the Member, Associate Member or Director at its address as the same appears on the records of the Society; or
- (c) by sending a facsimile transmission or by any other like method by which a written or recorded message may be sent addressed to the Member, Associate Member or Director at its address as the same appears on the records of the Society.

A notice or other document sent by post shall be deemed to be sent at the time when the same was deposited in a post office or public letterbox as aforesaid. A notice or other document sent by facsimile transmission or by any other like method by which a written or recorded message may be sent shall be deemed to be delivered at the time when the same was transmitted by the sender.

**ARTICLE 11 - ERROR OR OMISSION IN NOTICE**

11.1 No error or omission in giving notice of any Annual General Meeting, general meeting or special meeting or any such adjourned meeting shall invalidate such meeting or make void any proceedings taken thereat and any Member or Associate Member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

**ARTICLE 12 - QUORUM**

12.1 A quorum for the transaction of business at any meeting of the Members shall consist of a majority of the Members.

**ARTICLE 13 - ADJOURNMENT**

13.1 Any meetings of the Society or of the Board may be adjourned to any time and from time to time and such business may be transacted at such adjourned meetings as might have been transacted at the originating meeting from which such adjournment took place. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

**ARTICLE 14 - VOTING**

14.1 Unless otherwise required by the Bylaws or pursuant to applicable law, any resolution put before the Members must be supported by a majority of the votes cast, failing which the resolution shall fail. Every resolution shall be decided in the first instance by a show of hands unless any Member demands a poll. Upon a show of hands, every Member shall have one vote, and unless a poll be demanded a declaration by the Chair of the meeting that a resolution has been carried or not carried and any entry to that effect in the minutes of the Society shall be sufficient evidence of the fact without proof of the number or proportion of the vote accorded in favour of or against such resolution. In the event of a tie, the Chair of the meeting shall not have a second and casting vote on the matter and the resolution shall fail.

**ARTICLE 15 - BOARD OF DIRECTORS**

15.1 The affairs of the Society shall be governed by the Board.

15.2 The Board shall, subject to these Bylaws or directions given to it by the Members pursuant to an ordinary resolution passed at any meeting of the Members properly called and constituted, have full control and management of the affairs of the Society.

15.3 Subject to Article 15.4 herein, the Board shall be comprised of an odd number of Directors who shall be appointed or elected as follows:

- (a) one (1) Director from the City of Leduc, provided that the City of Leduc is a Member;
- (b) one (1) Director from Leduc County, provided that Leduc County is a Member;
- (c) subject to the discretion of the Members by way of an ordinary resolution of the Members passed at the Annual General Meeting, up to a further seven (7) members-at-large, who shall be elected by the Members. For the purposes of and subject to this Section 15.3, one (1) of the members-at-large appointed under this Section 15.3 shall be an individual that is a nominee of Edmonton Airports.

15.4 Each Member described below shall appoint an Alternate Director:

- (a) one (1) Alternate Director from the City of Leduc, provided that the City of Leduc is a Member;
- (b) one (1) Alternate Director from Leduc County, provided that Leduc County is a Member.

15.5 Each Member contemplated in Section 15.4, respectively, must notify the Society in writing of its Director appointee and of its Alternate Director appointee on or before the 30<sup>th</sup> day immediately preceding the Annual General Meeting. Should the relevant Member fail to notify the Society of its Director appointee and of its Alternate Director appointee within the aforementioned time period, Article 17 of these Bylaws shall apply.

15.6 A Member may revoke the appointment of its appointed Director pursuant to Subsection 15.3(a) or (b), as the case may be, or may revoke the appointment of its appointed Alternate Director pursuant to Subsection 15.4(a) or (b), as the case may be, and may appoint a replacement by delivering a notice in writing to the Society.

15.7 Directors and Alternate Directors shall be appointed or elected for a term of two (2) years.

15.8 Appointments and elections to the Board shall be ordered in such a manner that, at each Annual General Meeting, one half of the directors shall be serving the first year of their term, one half of the directors shall be serving the second year of their term, respectively.

15.9 The Board may exercise all such powers and do all such acts and things as may be exercised or done by the Society and are not by the Bylaws of the Society or by law expressly directed or required to be done by the Society at a meeting of the Members or otherwise.

15.10 Any Member may direct its Alternate Director to act in the place and stead of its Director at any Board meeting and such Alternate Director may exercise the same powers as such Director at such meeting.

#### ARTICLE 16 - QUALIFICATION OF DIRECTORS

- 16.1 A Director is disqualified and a vacancy on the Board shall exist if:
- (a) the Member entitled to appoint that Director revokes such appointment; or
  - (b) the Director resigns in writing; or
  - (c) the Director is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act* or is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act*; or
  - (d) the Director is or becomes a formal patient as defined in the *Mental Health Act*; or
  - (e) the Director is or becomes the subject of an order under *The Mentally Incapacitated Persons Act*, RSA 1970 c232, appointing a committee of the person or estate, or both; or
  - (f) the Director is or a person who has the status of bankrupt; or
  - (g) excepting a Director that has been appointed by the City of Leduc or Leduc County, such Director is removed by an ordinary resolution passed by the Members.
- 16.2 An Alternate Director is disqualified and a vacancy on the Board shall exist if:

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- (a) the Member entitled to appoint that Alternate Director revokes such appointment; or
- (b) the Alternate Director resigns in writing; or
- (c) the Alternate Director is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act* or is the subject of a certificate of incapacity that is in effect under the *Public Trustee Act*; or
- (d) the Alternate Director is or becomes a formal patient as defined in the *Mental Health Act*; or
- (e) the Alternate Director is or becomes the subject of an order under *The Mentally Incapacitated Persons Act*, RSA 1970 c232, appointing a committee of the person or estate, or both; or
- (f) the Alternate Director is or a person who has the status of bankrupt; or
- (g) excepting an Alternate Director that has been appointed by the City of Leduc or Leduc County, such Alternate Director is removed by an ordinary resolution passed by the Members.

**ARTICLE 17 - VACANCIES, BOARD OF DIRECTORS**

17.1 Should a vacancy on the Board occur, such that a Member that is contemplated in Subsection 15.3(a) or (b) is not represented by a Director and an Alternative Director has not been appointed in respect of such vacancy, the following shall apply:

- (a) the Board shall provide a written request to the Member entitled to appoint such Director to appoint a Director to fill such vacancy for the balance of the departing Director's term as a Director; and
- (b) in the event that the Member referred to in Article 17.1(a) fails to communicate the appointment of a replacement Director within sixty (60) days of the date of the request referred to in subparagraph (a) hereof, such position shall remain vacant until the Member entitled to appoint such Director communicates such appointment to the Board.

**ARTICLE 18 - QUORUM AND MEETINGS, BOARD OF DIRECTORS**

18.1 A quorum for the transaction of business at any meeting of the Board shall consist of a majority of the Directors.

18.2 Board meetings may be formally called by:

- (a) the Chair;
- (b) the Vice-Chair; or
- (c) any Director on the direction in writing of two (2) Directors.

Notice of the time and place of every such Board meeting shall be given to each Director personally, by telephone, by email or by facsimile transmission not less than forty-eight (48) hours before the time fixed for the holding of such Board meeting, provided that any Board meeting may be held at any time and place without such notice if all the Directors are present thereat and signify their waiver of such notice at such meeting.

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18.3 A Director may participate in a meeting of the Board or of a committee of the Board by means of telephone conference or such other means that permits each Director to hear and be heard at such meeting.

**ARTICLE 19 - VOTING, BOARD OF DIRECTORS**

19.1 At all meetings of the Board, every resolution shall be decided by a majority of the votes cast, provided that one (1) of the Directors (or Alternate Directors, as the case may be) appointed by Leduc County or the City of Leduc must be counted in such majority. Every resolution shall be decided in the first instance by a show of hands unless any Director demands a poll. Upon a show of hands, every Director shall have one (1) vote and unless a poll be demanded a declaration by the Chair of the meeting that a resolution has been carried or not carried and any entry to that effect in the Board minutes shall be sufficient evidence of the fact without proof of the number or proportion of the vote accorded in favour or against such resolution. In the event of a tie, the Chair of the meeting shall not have a second and casting vote and the resolution shall fail.

**ARTICLE 20 - RESOLUTION IN WRITING**

20.1 A resolution in writing signed by all the Directors shall be valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

**ARTICLE 21 - ERRORS IN NOTICE**

21.1 No error or omission in giving notice for a Board meeting shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any Directors may at any time waive notice to any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

**ARTICLE 22 - CONTINUATION IN OFFICE**

22.1 The Directors shall continue in office until their respective successors are appointed in accordance with the Bylaws.

**ARTICLE 23 - REMUNERATION OF DIRECTORS**

23.1 All Directors will act without remuneration, except for any honorarium established and approved at the Annual General Meeting.

**ARTICLE 24 - LIABILITY OF DIRECTORS**

24.1 Every Director shall be deemed to have assumed office on the express understanding and agreement and condition that every Director and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Society from and against all costs, charges and expenses whatsoever which such Director sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or any other Director or Directors in or about the execution of the duties or his or their office, and also from and against all other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof except such costs, charges or expenses as are occasioned by his own willful neglect or default.

24.2 The Society may, at the discretion of the Board, purchase and maintain from time to time directors' and officers' liability insurance on such terms and conditions acceptable to the Board.

#### ARTICLE 25 - OFFICERS OF THE SOCIETY

25.1 There shall be a Chair, a Vice-Chair, a Secretary-Treasurer and such other officers as determined by the Board in its discretion from time to time. The Chair and Vice Chair shall be elected by the Directors from amongst their number. In addition to the duties set forth herein, the officers shall have such duties as the Board may from time to time determine.

25.2 In addition to the duties set forth herein, the officers shall have such duties as the Board may from time to time determine.

25.3 All officers will act without remuneration except as explicitly set forth in any agreement entered into between the subject Officer and the Society, with the consent of the Board.

#### ARTICLE 26 - DUTIES OF CHAIR

26.1 The Chair shall, when present, preside as chair at all meetings of the Members and of the Board and appoint all officials and committees as directed by the Board. He shall perform all other and such usual duties as are performed by the Chair. The Chair shall be a member ex-officio of all committees. For clarity, the Chair holds full rights as a participating member of all committees by virtue of holding such office with no further or other requirement for the appointment of the Chair to such committees.

#### ARTICLE 27 - DUTIES OF VICE-CHAIR

27.1 The Vice-Chair shall act and perform the duties of the Chair in his absence in the conduct of his office. During the absence or inability of the Chair and the Vice-Chair, the duties and powers of the Chair shall be exercised by a Director appointed by the Board for that purpose.

#### ARTICLE 28 - DUTIES OF SECRETARY-TREASURER

28.1 The Secretary-Treasurer shall cause the funds of the Society to be received and disbursed in accordance with the directions of the Board, subject to these Bylaws. The Secretary-Treasurer shall cause to be kept detailed accounts of all income and expenditures including proper vouchers for all disbursements of the Society. The Secretary-Treasurer shall cause to be rendered to the Board at regular meetings thereof or whenever required by the Board an account of all transactions of the Society and the financial position of the Society.

28.2 The Secretary-Treasurer shall cause all facts and minutes of all proceedings to be kept on all meetings of the Society and shall cause all notices to be given to Members, Associate Members and to Directors required by these Bylaws. The Secretary-Treasurer shall cause to be kept the seal of the Society (if any) and all books, papers, records, correspondence, contracts and other documents belonging to the Society and shall cause the same to be delivered up when required by the Act or when authorized by the Board to such person as may be named by the Board.

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**ARTICLE 29 - COMMITTEES**

- 29.1 The Board may delegate some, but not all, of its powers to committees as it thinks fit. Notwithstanding any delegation of its powers to committees, the Board remains responsible and accountable for all decisions made by any committee.
- 29.2 The Board may appoint standing or ad hoc committees that it deems necessary consisting of Members and others and may assign duties and responsibilities to the committees that are not inconsistent with the Act and may make regulations governing their conduct.
- 29.3 At least one (1) Director shall be a member of each committee.
- 29.4 All such committees shall be accountable to the Society through the Board.

**ARTICLE 30 - FINANCIAL ACTIVITIES**

- 30.1 The Secretary/Treasurer shall cause the funds of the Society to be received and disbursed in accordance with the directions of the Board, subject to these Bylaws. The Secretary/Treasurer shall cause to be kept detailed accounts of all income and expenditures including proper vouchers for all disbursements of the Society. The Secretary/Treasurer shall cause to be rendered to the Board at regular meetings thereof or whenever required by the Board an account of all transactions of the Society and the financial position of the Society.

**ARTICLE 31 - RECORDS ACTIVITIES**

- 31.1 The Secretary/Treasurer shall cause all facts and minutes of all proceedings to be kept on all meetings of the Society and shall cause all notices to be given to Members and to Directors required by these Bylaws. The Secretary/Treasurer shall cause to be kept the seal of the Society and all books, papers, records, correspondence, contracts and other documents belonging to the Society and shall cause the same to be delivered up when required by the Act or when requested by the Members. The Secretary/Treasurer shall perform such other duties as may, from time to time, be determined by the Board.

**ARTICLE 32 - SEAL**

- 32.1 At the discretion of the Board, the Society shall have a seal in the form approved from time to time by the Board.
- 32.2 Any two (2) Directors may affix the Society's seal to any instrument requiring the same.

**ARTICLE 33 - BORROWING POWER**

- 33.1 Subject to the approval of a majority of the Members, for the purpose of carrying out the objects of the Society, the Society may borrow or raise or secure the payment of money in such manner as determined by the Board.

**ARTICLE 34 - BUDGET**

- 34.1 The Directors shall put before the Members for approval a budget for each fiscal year. If the budget is not approved by a majority of the Members, the Directors shall, as soon as reasonably possible, lay before a special meeting of the Members, a revised budget for approval and such process shall continue until the budget for the subject fiscal year has been approved.

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34.2 The Directors may, during any fiscal year, present to the Members for approval, amendments to the budget for the then current fiscal year at special meeting of the Members. If a majority of the Members approve the amended budget, the approved budget shall apply to the then current fiscal year.

**ARTICLE 35 - AUTHORIZATION OF EXPENDITURES**

35.1 The Society may make any expenditure that is contemplated within an approved budget.

35.2 If any expenditure can be reasonably expected to cause the Society to:

- (a) exceed its approved budget; or
- (b) have a detrimental effect on any program contemplated by an approved budget

then such expenditure may be made if:

- (c) the Board approves such expenditure in advance; and
- (d) a majority of the Members approve such expenditure in writing and in advance of such expenditure.

**ARTICLE 36 - AUDITING**

36.1 An auditor appointed by the Board (the "Auditor") shall audit the books, financial accounts and records of the Society at least once each year. The Auditor shall present a complete and proper statement of the standing of the books for the previous fiscal year at the Annual General Meeting.

**ARTICLE 37 - FISCAL YEAR**

37.1 The fiscal year of the Society shall terminate on December 31 in each year and the financial statements of the Society's affairs for presentation to the Members at the Annual General Meeting shall be made as of that date.

**ARTICLE 38 - INSPECTION OF BOOKS BY MEMBERS**

38.1 Any Member may inspect the books and records of the Society at any time upon giving reasonable notice and arranging a time satisfactory to the Chair, Vice-Chair or Secretary/Treasurer respectively. Each Director shall, at all times, have access to such books and records.

**ARTICLE 39 - BYLAWS**

39.1 The Bylaws may be rescinded, altered or added to by a Special Resolution.

DATED this 5<sup>th</sup> day of March, 2013

"Original Signed"

EMMA PIETROLEONARDO

WITNESS - BRIAN BOWLES

CR1309573 0030

SD... 6873

"Original Signed"

DANA SMITH WITNESS - BRIAN BOWLES

"Original Signed"

JOHN SCHONEWILLE WITNESS - BRIAN BOWLES

"Original Signed"

ANNIE YEE WITNESS - BRIAN BOWLES

"Original Signed"

NANCY M. LAING WITNESS - BRIAN BOWLES

"Original Signed"

JON BISSELL WITNESS - BRIAN BOWLES

"Original Signed"

KRISTINA DEMBINSKI WITNESS - BRIAN BOWLES

"Original Signed"

RAY SMITH WITNESS - BRIAN BOWLES

CR1300573 0031

SD... 6873

Appendix "A"

Full legal names, address and occupations of Applicants and Witness(es) to the Application

| SIGNATORIES  |   |
|--|---|
| Emma Pietroleonardo<br>8450 Sparrow Drive<br>Leduc, AB T9E 7G4 | Dana Smith<br>#1 Alexandra Park<br>Leduc, AB 9E 4C4                                     |
| John Schonewille<br>101, 1101 - 5 Street<br>Nisku, AB 9E 2X3   | Annie Yee<br>1, 1000 Airport Road<br>Edmonton International Airport,<br>Alberta T9E 0V3 |
| Nancy M. Laing<br>103 Maisonette Village<br>Leduc, AB T9E 6T1  | Jon Bissell<br># 7 Nootka Road<br>Leduc, AB, T9E 4K2                                    |
| Kristina Dembinski<br>PO Box 3103<br>Leduc, AB T9E 6L8         | Ray Smith<br>5808 - 50A Avenue<br>Beaumont, AB T4X 1B8                                  |
| WITNESS  |   |
| Brian Bowles<br>101, 1101 - 5 Street<br>Nisku, AB T9E 2X3      |   |

**OFFICE OF THE CITY MANAGER**

November 19, 2018

Refer To: Paul Benedetto  
Direct Line: (780) 980-7130  
Assistance: (780) 980-7101  
E-mail: pbenedetto@leduc.ca  
Our File No.: F0555M260-2013

**VIA COURIER AND REGISTERED MAIL**

Leduc-Nisku Economic Development Association  
5911 – 50 Street  
Leduc, AB T9E 6S7  
Attention: Chair

Re: Membership Agreement between the City of Leduc and the Leduc-Nisku Economic Development Association (the "Agreement")

In accordance with Article 6.1 of the Society's Bylaws and Article 2.4(e) of the Agreement, the City of Leduc is hereby giving written notice to terminate membership in the Society, to become effective on December 31, 2019.

Sincerely,

**CITY OF LEDUC**

Per:

**PAUL BENEDETTO, CLGM**  
**City Manager**

c: Brownlee LLP (via facsimile 780-424-3254), Attention: Raymond Guy Miki  
Leduc-Nisku Economic Development Association, Attention: B. McKenzie

# Leduc-Nisku Economic Development Association

[www.leduc.ca](http://www.leduc.ca)



## Changing Environment

- Economic development in the region is evolving (new reality)
  - Added local capacity at City and now County
  - Inter-jurisdictional Cooperation Accord
  - Edmonton Global
- Both LNEDA members unhappy with the ROI – both engagement and outcomes
- Rationalization of expenditures / reduce duplication
- Look at successful models/mechanisms with effective deliverables
- Member Leduc County to give notice by end of 2018

## Lessons Learned + What We Need

Involve regional assets

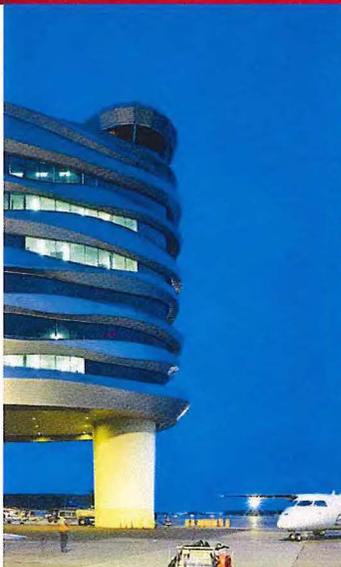
Partnerships matter

Governance matters

Do different, do better

- Ability to be a full partner in the provincial and federal context, as well as Edmonton Global
- Engagement with our local entrepreneurs and innovators
- Ongoing dialogue with and timely support for our business community
- Concentrated development of our sectors including training, communications, workforce support and management capacity
- Enthusiastic firms committed to growing their businesses at home and abroad
- A strong partnership with the County and EIA on business development in key sectors
- To be acknowledged as a trusted and informed advocate for greater institutional involvement

## New Possibilities



**EDMONTON GLOBAL**   
PARTNERS FOR REGIONAL PROSPERITY  
regional brand, global marketing, FDI

### **Inter-jurisdictional Cooperation Accord**

the right partners, vision, plan + governance  
deliverable

### **Invest Alberta and Invest Canada**

New organizations requiring unfiltered access

## Where to from here

- **Work in lock step with Leduc County to issue notice by end of 2018**
  - Understand the process to be followed
  - Discussion on leadership during transition
  - Match funding for transition year
- **Develop a transition plan in collaboration with Leduc County / Board considering:**
  - Dealing with existing staff with respect and integrity
  - Enlisting the board in change and honouring foregoing efforts and results
  - Ensuring effective completion of outstanding projects (ex. Warburg, Aerotropolis, tourism)
  - Maximize LNEDA's assets
  - Limit LNEDA's Liabilities
- **Be reflective and evaluative when moving forward with the Accord**
  - As founding members we own the problems as much as the successes
- **Invite Edmonton Global to present to Council on their value proposition for the region**

## Strategic Direction + Values Alignment



### A Collaborative Community-Builder and Regional Partner

↓  
*Increase efficiency and effectiveness of programs by working collaboratively with other muni's*

### An Economically Prosperous City

↓  
*Review and strengthen Leduc's role, approach and delivery of local and regional economic development*



Transparency + Accountability: **open, honest and evidence-based**

A Regional Focus: **stronger as a region, leadership role in supporting collaboration**

Partnering for Success: **achieve our goals, optimize our resources by working with partners**

Financial Responsibility: **properly managing taxpayers' dollars**