

MEMORANDUM OF AGREEMENT entered into this 25 day of April, A.D. 2005.

BETWEEN:

PARKLAND COUNTY,
a municipality incorporated under
the laws of the Province of Alberta
(hereinafter referred to as "Parkland")

OF THE FIRST PART

-and-

CITY OF SPRUCE GROVE,
a municipality incorporated under
the laws of the Province of Alberta
(hereinafter referred to as "Spruce Grove")

OF THE SECOND PART

WHEREAS Spruce Grove and Parkland have jointly arranged for and paid for the construction of a theatre facility (hereinafter referred to as "Horizon Stage"); and

WHEREAS Spruce Grove and Parkland equally own the Horizon Stage, and Parkland and Spruce Grove are desirous of providing the populace of Spruce Grove and Parkland with the opportunity to witness and participate in a wide range of cultural activities; and

WHEREAS Spruce Grove and Parkland have the common objective of providing a performing arts theatre to foster the development of the performing arts in the area; and

WHEREAS Spruce Grove and Parkland wish to provide for the maintenance and operation of Horizon Stage, and Spruce Grove and Parkland have each agreed to delegate to a joint committee to be known as "the Horizon Stage Theatre Advisory Board" (hereinafter referred to as "the Board") the ability to act in an advisory capacity on the operation of the Horizon Stage; and

WHEREAS Spruce Grove and Parkland now wish to replace the Memorandum of Agreement dated October 12, 1995 to provide for the maintenance and operation of the Horizon Stage, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree as follows:

I. BOARD COMPOSITION AND TERMS OF OFFICE

It is agreed that the composition and appointment to the Horizon Stage Theatre Advisory Board shall be as follows:

- a. The Board shall consist of eleven (11) members who shall be appointed by resolution and at the pleasure of the appropriate Councils.
- b. A maximum of seven (7) members shall be residents of the City of Spruce Grove. One of the appointees may be a member of Spruce Grove Council with all the rights and privileges thereto, but they may not be elected or appointed to executive positions.
- c. A maximum of four (4) members shall be residents of Parkland County. One of the appointees may be a member of Parkland County Council with all the rights and privileges thereto, but they may not be elected or appointed to executive positions.
- d. Members from the public shall be appointed to the Board for a term of three (3) years. Readjustment of an initial period of appointment may be made as required by resolution of the appropriate Councils to provide for continuity of membership and/or staggered terms of appointment. The Council members shall be appointed for a one (1) year term.
- e. Board members may stand for re-appointment at the conclusion of their term. Board members may serve a maximum of two (2) consecutive full terms unless otherwise determined by their respective Councils.
- f. In the event a vacancy occurs during a regular term of office, that vacancy can be filled for the remainder of that term through an appointment to the Board by the appropriate Council.
- g. Any member of the Board who is absent from three (3) consecutive regular meetings or fifty per cent (50%) of the total annual meetings of the Board in any fiscal year, without satisfactory explanation, shall forfeit their position on the Board unless they are authorized by resolution of the Board to be absent. Any member forfeiting their position on the Board due to absence shall not be eligible for re-appointment for a period of one (1) year.
- h. Any member of the Board may resign from the Board at any time upon sending a written notice to the Chairman of the Board to that effect.
- i. The Cultural Program Supervisor shall serve as administrative liaison to the Board.

II. CONDUCT OF MEETINGS

- a. Regular meetings of the Board shall be held as necessary to adequately deal with the business of the Board.
- b. Special meetings may be called by the Chairperson of the Board or at the request of any three (3) members of the Board on twenty-four (24) hours notice.
- c. A majority of members of the Board shall constitute a quorum.
- d. All members shall vote on every question and in the event of a tie, the motion shall be defeated. The administrative liaison shall not vote.
- e. Minutes shall be kept of all regular and special meetings of the Board. The secretary shall be appointed by the administrative liaison. Copies of all minutes shall be filed with the City.
- f. Annually the Board shall elect the following:
 - i. Chairperson
 - ii. Vice-Chairperson.
- g. Executive of the Board shall be defined as the Chairperson, Vice-Chairperson, and immediate Past Chairperson, provided the latter continues to be a member of the Board. The administrative liaison may not be elected or appointed to executive positions.
- h. The Board may appoint sub-committees to deal with any special matters coming within the scope and jurisdiction of the Board.

III. POWERS AND DUTIES OF THE BOARD

- a. The Board shall act in an advisory capacity to City of Spruce Grove Council and Parkland County Council with regard to all matters affecting the maintenance, development, and delivery of performing arts services at Horizon Stage Performing Arts Centre.
- b. The Board shall hear and consider representations by any individual, organization, or delegation of citizens with respect to Horizon Stage, and shall make such recommendations arising there from as the Board shall deem to be in the best interests of all citizens.
- c. The Board shall actively encourage the use of volunteers for arts and cultural services programs.
- d. The Board will report to City of Spruce Grove Council and Parkland County Council on an annual basis on the year's activities, opportunities, and challenges, and annual goals and objectives.

IV. LENGTH OF AGREEMENT

- a. This Agreement shall be effective for a five-year term, commencing January 1, 2005 and terminating December 31, 2009, unless otherwise agreed to in writing by both parties to extend this Agreement for so long a period as both parties agree, or unless terminated by either party in accordance with Clause IV. (c).
- b. This Agreement may be amended from time to time by written mutual consent of both parties.
- c. This agreement may be terminated by either party provided such notice to terminate is made by December 31 of any year and shall be effective on December 31 of the following year.

V. NOTICE

- a. Any notice required to be given or served pursuant to this agreement shall be in writing and shall be delivered personally or may be mailed by single registered mail, postage prepared, addressed as follows:
 - a) To Parkland:
County Commissioner
Parkland County
53109A SH 779
Parkland County, AB
T7Z 1R1
 - b) To Spruce Grove:
City Manager
City of Spruce Grove
315 Jespersen Avenue
Spruce Grove, AB
T7X 3E8

IN WITNESS WHEREOF the City and Parkland have hereunto affixed their corporate seals as witnessed by the hands of their proper officers duly authorized in that behalf on the day and year first above written.

PARKLAND COUNTY

PER: *Gary J. Kelsom*

PER: *B. Simpson*

CITY OF SPRUCE GROVE

PER: *Ken Scott*

PER: *D. Goodman*