

MEMORANDUM OF AGREEMENT

THIS AGREEMENT MADE THIS _____ day of _____ A.D., 2014

BETWEEN:

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

OF THE FIRST PART

- and -

STONY PLAIN AND PARKLAND PIONEER MUSEUM SOCIETY, a
Non profit society incorporated under
the laws of the Province of Alberta
(hereinafter referred to as "Pioneer Museum")

OF THE SECOND PART

WHEREAS, Parkland desires to have its residents make use of the Pioneer Museum within the Town of Stony Plain and is prepared to contribute to the annual operational cost of the facilities in accordance with the terms and conditions set out in this agreement; and,

WHEREAS, Pioneer Museum will allow Parkland residents to use the Pioneer Museum located within the Town of Stony Plain at the same rates as all other users with no additional costs to Parkland residents; and,

WHEREAS, Parkland and the Pioneer Museum agree that the Pioneer Museum shall be operated for the greatest cost-efficiency;

WHEREAS, Parkland and the Pioneer Museum wish to develop a cost sharing agreement , to provide for the continued cost sharing on the maintenance and operation of the Pioneer Museum, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE this agreement witnesseth that the parties hereto agree as follows:

I. DEFINITIONS

- a.) "Current year" shall mean the year in which the cost share funding is allocated.
- b.) "Pioneer Museum" shall mean the Stony Plain and Parkland Pioneer Museum.
- c.) "Operational costs" shall mean those expenditures necessary for the ongoing operation and maintenance of the facility but does not include capital costs.
- d.) "Parkland resident" shall mean a resident of Parkland County who resides on property for which municipal taxes are directed to Parkland County.
- e.) "Parkland use" shall mean the number of Parkland residents using the Pioneer Museum, which shall be included in the annual report identified in IIIc. Parkland use does not include programs operated through schools.
- f.) "Previous year" shall mean the year (January 1st to December 31st) in which operational revenue and expenditures are actually incurred.
- g.) "Board Member" shall mean a member of Parkland County Council appointed to represent the Parkland on the Board of Directors.

II. GENERAL

- a.) Use of the facilities shall be provided to Parkland residents with no discrimination in use, service, or user fees.

- b.) Any change in the status of the society shall not affect the use of the facilities by Parkland residents.
- c.) Comprehensive liability, fire and theft insurance for the facilities shall be the responsibility of the Pioneer Museum.
- d.) Parkland County shall be recognized on site facility signage, website and other program literature including brochures.

III. OPERATIONAL COST SHARING

- a.) The annual operational cost sharing funding for the facilities shall be as set out in Schedule "A".
- b.) The cost share funding shall be paid on an annual basis by Parkland in one installment on July 1 of the current year provided the information as set out in Clause III (C) has been received by Parkland.
- c.) The Pioneer Museum, by May 31 of the current year, shall provide to Parkland, an Annual Report consisting of audited financial statements, program and services synopsis and quantitative information of program and service usage.
- d.) The annual interest payment on any debenture for the facilities, where the County has not already capital cost shared may be included as a yearly operational expense provided Parkland has provided written approval to the Pioneer Museum that such debenture costs may be included.

IV. CAPITAL REPLACEMENT COST SHARING

- a.) The Pioneer Museum will consult with Parkland County when planning capital cost share request in which expenditures will exceed \$50,000. This is required prior to the formal submission of a capital cost share request.
- b.) All Capital cost sharing requests shall be submitted to Parkland by June 1 of the previous year for consideration in Parkland's current year budget. Parkland will advise the Pioneer Museum by resolution of Council status of Parkland County funding available by October 31.

- c.) Parkland may or may not cost share, at its sole discretion, on part or all of any capital request. Priority will be placed on necessary replacement of machinery and equipment, as well as necessary upgrading of existing facilities and will be considered on an individual basis.

V. BOARD MEMBER

- a.) Parkland County shall appoint one member of Council to sit on the Pioneer Museum's Board of Directors. This individual will have all of the same input and voting privileges as any other member. This member will be selected annually at Council's Organizational Meeting.

VI. LENGTH OF AGREEMENT

- a.) This agreement shall be effective for a three year term, commencing January 1, 2014 and terminating December 31, 2016, 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 VI (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 in writing by April 30th of any given year within the agreement and shall be effective on June 30th of the same year.

VI. NOTICE

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 prepaid, addressed as follows;

To Parkland:

Chief Administrative Officer
Parkland County
53109A HWY 779
Parkland County, AB
T7Z 1R1

To Pioneer Museum:

Executive Director
Stony Plain and Parkland Pioneer Museum
5120 – 41 Avenue
Stony Plain, AB T7Z 1L5

In Witness Whereof the parties have hereunder affixed their corporate seals as
witnesseth by the hand or hands of their proper officers duly authorized in that behalf as
the day and year first above written.

PARKLAND COUNTY

Per: _____

Per: _____

STONY PLAIN AND PARKLAND PIONEER MUSEUM

Per: _____

Per: _____

FUNDING

Annual funding allocation will be the previous year's funding amount plus the previous year's Cost of Living Adjustment (COLA) given by Council to Parkland County Staff.

2014 - \$60,000

2015 - $\$X = \$60,000 + 2015 \text{ COLA}$

2016 - $\$X = 2015 \text{ Amount} + 2016 \text{ COLA}$