

## MEMORANDUM OF AGREEMENT

Having been entered originally on or about the calendar year 1976 and as thereafter from time to time amended.

### **BETWEEN:**

**CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan, (hereinafter called "the City")

- and -

**PRINCE ALBERT HISTORICAL SOCIETY**, a non-profit corporation operating in the City of Prince Albert in the Province of Saskatchewan, (hereinafter called "the Society")

**WHEREAS** the City as a municipal corporation responsible to provide public amenities and services for its residents has over its history sought and engaged in constructive partnerships with volunteer-based non-profit community organizations in order to provide innovative and efficient program delivery to its citizens at reduced cost to its tax base.

**AND WHEREAS** the City and the Society have been engaged in such a partnership for the delivery of community programming since at least 1976 in respect to the Prince Albert Historical Museum; the Evolution of Education Museum; the Rotary Museum of Police and Corrections; the Diefenbaker House Museum; the old Nisbet Church/School; the old Blockhouse (all hereinafter collectively called the "Museums").

**AND WHEREAS** the City and the Society have been engaged in such partnership for the delivery of community programming at the Museums since at least 1976 pursuant to several mutual understandings and agreements which the parties acknowledge have not to date been adequately or clearly reflected in the form of a formal written and clear Agreement.

**AND WHEREAS** the City and the Society mutually acknowledge:

(a) the City owns the lands and buildings on which the following are located: the Prince Albert Historical Museum; the Rotary Museum of Police and Corrections; and the Diefenbaker House Museum.

(b) the Society owns the Nisbet Church/School building, the Evolution of Education Museum, and the old Blockhouse building; and the City owns the lands on which such buildings are located.

(c) the Society owns the artifacts that are presently located in the Museums, with the exception of some of the artifacts which are on loan to the Society from third parties.

(d) the City and the Society by agreement have delivered and continue in partnership to deliver community programming at the Museums on the following bases, *inter alia*:

- (i) the Society facilitated financial contribution under a Heritage Site Assistance Agreement dated September 6, 1978 for the historic Firehall building at which the Prince Albert Historical Museum is located;
- (ii) the Society placed into the City's care the Nisbet Church/School building and the old Blockhouse building;
- (iii) the Society has created, owns and maintains the Bill Smiley Archives for the benefit of the regional community of Prince Albert;
- (iv) the Society operates the Museums in accordance with its corporate mission and in consultation with a Museums and Heritage Advisory Committee appointed by the City;
- (v) the City is responsible to maintain the Museums;

- (vi) the City is responsible to supply funds to the Society for the purpose of operating the Museums;
- (vii) the Society has facilitated charitable community funding for the benefit of the Firehall building and has opportunity to facilitate additional charitable community funding in support of the Museums, their enhancement and/or their capital or operating needs

**NOW THEREFORE** the parties hereto confirm their agreement as follows:

1. The Society shall continue to have exclusive use and occupation of the Museums for the purposes recited above. Subject to clause 7 below, such exclusive use of each Museum can be terminated only by mutual agreement of the City and the Society or by the Society ceasing to operate the subject Museum in accordance with the terms herein.

2. All artifacts owned by the Society shall upon dissolution of the Society become the property of the City and that all other artifacts shall be returned to their respective owners.

3. The Society shall continue to provide management, supervisory and administrative services for the Museums as follows, which the City acknowledges are currently being performed to satisfactory standards:

- 1) Year end report to the City through the Museums and Heritage Advisory Committee;
- 2) Maintain statistical information with respect to tourist visitation to the Museums;
- 3) obtaining and training of tour guides prior to the Museums opening each year;
- 4) Arranging for the cleaning and upkeep of the Museums and artifacts therein;

- 5) Ensure that a suitable selection of available artifacts is on display for public viewing at each Museum;
- 6) Provide public access to the Museums from the Tuesday following the May long weekend until the Friday before the September long weekend;
- 7) Provide access during the remainder of each year whenever possible by appointment; the nature of such service should be posted on the Museum doors;
- 8) The Society shall be entitled to charge fees for admission and to generate souvenir sales, the proceeds of which shall be kept by the Society;
- 9) The Society shall hire and engage the services of a Manager from its annual budget as may be approved by the City, whose remuneration shall be paid from the Society's annual budget as determined by the Society in consultation with the City.
- 10) The Society shall provide volunteer resources in support of these activities.

4. The Society shall continue to maintain the archives. In the event of the dissolution of the society all the archival material shall become the property of the City pursuant to the Society's bylaws.

5. The Society shall have the right to solicit donations from the general public for capital improvements of any of the Museums. Such improvements must receive approval from the City before any work is undertaken.

6. The City authorizes the Society to explore in consultation with the City the availability of significant charitable community funding to be utilized specifically toward the enhancement of the Prince Albert Historical Museum or a portion thereof. The City acknowledges that it has approved in principle the concept of renaming of the said Museum for the purpose of recognizing such a substantial charitable gift, provided that any such specific proposal recommended by the Society shall be subject to the prior formal approval of both City Council and the Society , which approval shall not be unreasonably withheld by either party.

7. The Society shall have the right to cease the operation of the Prince Albert Historical Museum in the old Fire Hall and move the artifacts and the archives to another location in the City of Prince Albert provided the Society receives the prior approval of City Council which will not be unreasonably withheld.

8. The City shall each year during which the Society is operating the Museums, continue to provide the following:

- 1) The cost of building and mechanical maintenance;
- 2) The cost of lawn and flower bed maintenance;
- 3) The cost of all utilities;
- 4) The cost and wage administration associated with providing tour guides for each of the Museums during the agreed upon training period and operating hours;
- 5) The cost for security and monitoring systems;
- 6) The cost and administration for reimbursing on a monthly basis the Society for the services and vehicle allowance for a Museums Manager;
- 7) The cost of public liability insurance in respect to the Museums;
- 8) The cost of public liability insurance for the Directors and the Manager in respect to the operation of the Museums by the Society;
- 9) The City shall each year during which the Society is operating the Museums, be responsible to indemnify and save harmless the Society and each member of the Board of Directors of the Society and the Manager, in respect to public liability claims of whatsoever nature, arising out of the operation of the Museums in accordance with Section 318 of *The Cities Act* or similar successor legislation.
- 10) The City shall pay a reasonable grant each year to the Society in support of its annual budget.
- 11) The City shall provide the Society with quiet use and enjoyment of the premises, subject to the Society's performance of the terms herein.

9. This Memorandum of Agreement represents an accumulation of the understandings, reciprocating covenants and agreements between the parties hereto, which the parties hereby each currently ratify and confirm.

10. Each of the provisions hereof is severable from any other provision and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any of the remaining provisions. Notwithstanding, each party relies on the other to perform in good faith these terms and their covenants and obligations herein.

**IN WITNESS WHEREOF** The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper offices in that behalf, duly authorized this ~~19~~ 7<sup>th</sup> day of ~~February~~ April A.D., 2009.

**THE CITY OF PRINCE ALBERT**

  
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**MAYOR**

  
\_\_\_\_\_  
**CITY CLERK**

**IN WITNESS WHEREOF** the Prince Albert Historical Society has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this 13<sup>th</sup> day of February A.D. 2009.

**PRINCE ALBERT HISTORICAL SOCIETY**

Per:   
\_\_\_\_\_  
**Harris May President**

Per:   
\_\_\_\_\_  
**Jayne Remenda Secretary**